

<i>SERFF Tracking Number:</i>	<i>MALF-125628373</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>John Hancock Life Insurance Company (U.S.A.)</i>		<i>State Tracking Number:</i> 38988
<i>Company Tracking Number:</i>	<i>GIFL</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GIFL Rollover VA</i>		
<i>Project Name/Number:</i>	<i>GIFL/VENTURE.200.08</i>		

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: GIFL Rollover VA

SERFF Tr Num: MALF-125628373 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed

State Tr Num: 38988

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: GIFL

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Nancy Leto, Michelle
Moore, Kathy Dowdell

Disposition Date: 05/20/2008

Date Submitted: 05/14/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GIFL

Status of Filing in Domicile: Not Filed

Project Number: VENTURE.200.08

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: These forms are
exempt from approval in our domiciliary state of
Michigan per Order No. 97-010M, as reported
in Michigan Bulletin #97-3.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/20/2008

State Status Changed: 05/20/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The forms included in this filing are new and do not replace any forms currently on file with your department. These forms are exempt from approval in our domiciliary state of Michigan per Order No. 97-010M, as reported in Michigan Bulletin #97-3. The submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

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These products will only be made available to participants in 401k plans that are funded by a John Hancock group contract with a guaranteed withdrawal benefit rider. These individual contracts are designed and intended to be used only when the participant exercises the right under the group contract and rider to take a distribution of the value of their 401k and the related Benefit Base and roll it over to a recipient John Hancock product. Form VENTURE.200.08 will be issued if the individual has not yet chosen either a single or joint life income benefit in the group version of the contract. Form VENTURE.201.08 will be issued when the participant has elected a lifetime income for a single life or when a surviving spouse chooses to roll over to an individual contract. Form VENTURE.202.08 will be issued when the spousal continuation option has been elected in the plan. The contracts are flexible premium deferred variable annuities including a guaranteed lifetime withdrawal benefit. The Benefit Base used to calculate the guaranteed withdrawal amount will be set at issue of the individual contract to equal the amount in the group contract prior to the election to roll over. The contracts will be issued either as traditional IRAs or Roth IRAs. For traditional IRAs, specifications pages SP.VEN200.08-IRA, SP.VEN201.08-IRA or SP.VEN202.08-IRA will be used with contracts VENTURE.200.08, VENTURE.201.08 or VENTURE.202.08 respectively. For Roth IRAs, specifications pages SP.VEN200.08-ROTH, SP.VEN201.08-ROTH or SP.VEN202.08-ROTH will be used.

A new application, form APP.VEN.200.08, will be used with these contracts and is included in this submission. Since these contracts will be issued only as the exercise of a right granted under a rider to an existing John Hancock group annuity contract, we have not included any replacement questions on the application.

Please note that certain items have been bracketed as variable in the specifications pages to signify possible variation. These are items that may vary by Contract Owner or by class of Owner. A class will be defined as a group of owners with substantial commonality. Classes will be defined at issue of the contract on a nondiscriminatory basis. A statement of variability is included in the submission.

Please note that these forms are exempt from readability requirements as they are reviewed under the Federal jurisdiction of the Securities and Exchange Commission. Additionally, the forms are filed in final print subject to minor variations in color, fonts, duplexing and positioning.

An Actuarial Memorandum is attached in the Supporting Documents tab.

Company and Contact

Filing Contact Information

Nancy Leto,
601 Congress St.
Boston , MA 02210-2805

nburns@jhancock.com
(617) 663-3720 [Phone]
(617) 663-3150[FAX]

SERFF Tracking Number: MALF-125628373 State: Arkansas
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Project Name/Number: GIFL/VENTURE.200.08

Filing Company Information

John Hancock Life Insurance Company (U.S.A.) 601 Congress St. Boston, MA 02210-2805 (617) 663-3000 ext. [Phone]	CoCode: 65838 Group Code: Group Name: FEIN Number: 01-0233346 -----	State of Domicile: Michigan Company Type: Life State ID Number:
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Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$50.00 X 3 contracts
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$150.00	05/14/2008	20318005

SERFF Tracking Number: *MALF-125628373* *State:* *Arkansas*
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/20/2008	05/20/2008

SERFF Tracking Number: *MALF-125628373* *State:* *Arkansas*
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Disposition

Disposition Date: 05/20/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-125628373 State: Arkansas

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Company Tracking Number: GIFL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: GIFL Rollover VA

Project Name/Number: GIFL/VENTURE.200.08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification - Variable Annuity Contracts		Yes
Supporting Document	Statements of Variability		Yes
Form	Flexible Payment Deferred Variable Annuity		Yes
Form	Flexible Payment Deferred Variable Annuity		Yes
Form	Flexible Payment Deferred Variable Annuity		Yes
Form	Speficiation Pages		Yes
Form	Speficiation Pages		Yes
Form	Speficiation Pages		Yes
Form	Speficiation Pages		Yes
Form	Speficiation Pages		Yes
Form	Speficiation Pages		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: VENTURE.200.08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VENTURE.200.08	Policy/Cont	Flexible Payment ract/Fratern Deferred Variable al Annuity Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	VENTURE2008.pdf
	VENTURE.201.08	Policy/Cont	Flexible Payment ract/Fratern Deferred Variable al Annuity Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	VENTURE20108.pdf
	VENTURE.202.08	Policy/Cont	Flexible Payment ract/Fratern Deferred Variable al Annuity Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	VENTURE20208.pdf
	SP.VEN200.08-IRA	Schedule	Speficiation Pages	Initial		0	SPVEN20008IRA.pdf
	SP.VEN201.08-IRA	Schedule	Speficiation Pages	Initial		0	SPVEN20108IRA.pdf
	SP.VEN202.08-IRA	Schedule	Speficiation Pages	Initial		0	SPVEN20208IRA.pdf

SERFF Tracking Number: MALF-125628373 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38988

Company Tracking Number: GIFL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: GIFL Rollover VA

Project Name/Number: GIFL/VENTURE.200.08

2.08-IRA	Pages			IRA.pdf
SP.VEN20	Schedule	Speficiation Pages	Initial	0
0.08-ROTH	Pages			SPVEN20008
				ROTH.pdf
SP.VEN20	Schedule	Speficiation Pages	Initial	0
1.08-ROTH	Pages			SPVEN20108
				ROTH.pdf
SP.VEN20	Schedule	Speficiation Pages	Initial	0
2.08-ROTH	Pages			SPVEN20208
				ROTH.pdf
APP.VEN.2	Application/	Application	Initial	0
00.08	Enrollment			APPVEN2000
	Form			8 John
				Doe.pdf

**THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY**



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]

Annuity Service Office:
[P.O. Box 9505
Portsmouth, NH 03802-9505]
[1-800-344-1029]

Home Office
Bloomfield Hills, MI

This is a legal Contract - read it carefully.

We agree to pay the benefits of this Contract in accordance with its terms.

This Contract is issued in consideration of the Payments.

John Hancock Life Insurance Company (U.S.A.) will provide a guaranteed annual amount for withdrawal beginning on the Lifetime Income Date and continuing for the life of the Annuitant and any co-Annuitant. We will pay an annuity benefit beginning on the Annuity Commencement Date to the Annuitant, if living, unless otherwise directed by the Owner, in accordance with the Annuity Payments provision of this Contract. If the Annuitant dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay the Contract Value to the Beneficiary upon receipt of all required claim forms and proof of death of the Annuitant at the Annuity Service Office.

[TEN] DAY RIGHT TO REVIEW

You may cancel the Contract by returning it to our Annuity Service Office or registered representative who sold it to you at any time within [10] days after receipt of the Contract. During the first 7 days of this [10] day period, we will return the greater of (i) the Contract Value computed at the end of the Valuation Period during which the Contract is received by us or (ii) the sum of all Payments. After 7 days, we will pay the Contract Value computed at the end of the Valuation Period during which the Contract is received by us. We will pay the refund amount to the Owner within 7 days of receipt of the Contract by us.

Signed for the Company at Boston, Massachusetts, on the Contract Date.

DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 6.1

President

Secretary

Flexible Payment Deferred Variable Annuity
Guaranteed Lifetime Withdrawal Benefit
Non-Participating

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

INTRODUCTION

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant. After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable.

The Contract Value will vary with the investment performance of your Investment Options.

If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

You must allocate Payments among one or more Investment Options. The Investment Options are identified on the Specifications Page.

TABLE OF CONTENTS	PAGE
SPECIFICATIONS PAGES	S.1
PART 1 - DEFINITIONS	1.1
PART 2 - GENERAL PROVISIONS	2.1
PART 3 – OWNER, BENEFICIARY	3.1
PART 4 - PAYMENTS	4.1
PART 5 – FEES AND DEDUCTIONS	5.1
PART 6 - VARIABLE ACCOUNT PROVISIONS	6.1
PART 7 - TRANSFERS	7.1
PART 8 – WITHDRAWAL PROVISIONS	8.1
PART 9 – LIFETIME INCOME BENEFIT	9.1
PART 10 – DISTRIBUTIONS DURING ANNUITANT’S LIFE	10.1
PART 11 – DISTRIBUTIONS AFTER ANNUITANT’S DEATH	11.1
PART 12 - ANNUITY PAYMENTS	12.1
PART 13 - ANNUITY OPTIONS	13.1

PART 1

DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
ACCUMULATION UNIT	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
ADDITIONAL PAYMENTS	Any Payment made to us after the initial Payment.
ANNUITANT	A person whose age and life is used to determine eligibility for the Lifetime Income Benefit and the amount and duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Page, unless changed.
ANNUITY COMMENCEMENT DATE	The date Annuity Payments begin. It is the date selected by you and specified on the Specifications Page, unless changed. This date may not be later than the Maturity Date.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
ANNUITY SERVICE OFFICE	Any office designated by us for the receipt of Payments and processing of Owner requests.
ANNUITY UNIT	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
BENEFICIARY	The person, persons or entity to whom certain benefits are payable following the death of the Annuitant.
BENEFIT BASE	The Benefit Base is the total amount used for purposes of calculating guaranteed lifetime withdrawals. The Benefit Base cannot be withdrawn in a lump sum.
CO-ANNUITANT	The second person whose age and life may be used to determine eligibility for the Lifetime Income Benefit. The co-Annuitant is designated on the Specifications Page, unless changed. Only the spouse of the Annuitant is eligible to be a co-Annuitant.
COMPANY	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
CONTRACT ANNIVERSARY	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
CONTRACT DATE	The date of issue of this Contract as designated on the Specifications Page.
CONTRACT VALUE	The total of your Investment Account Values.
CONTRACT YEAR	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
ENDORSEMENT	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.

FIXED ANNUITY	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
GENERAL ACCOUNT	All the assets of the Company other than assets in separate accounts.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INVESTMENT ACCOUNT VALUE	The value of your investment in an Investment Option.
INVESTMENT OPTIONS	The investment choices available to you. The Investment Options available under this Contract are shown on the Specifications Page. When you select an Investment Option, we allocate your Contract Value to a Sub-Account of the Variable Account that invests in a corresponding Portfolio.
LIFETIME INCOME AMOUNT	The Lifetime Income Amount is the amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant while this Contract is in effect. The LIA reduces to zero upon the death of the last to die of the Annuitant and any co-Annuitant.
LIFETIME INCOME DATE	The Lifetime Income Date is the date on which the initial LIA is calculated.
LIFETIME INCOME PERCENTAGE	The percentage used to determine your Lifetime Income Amount. This percentage will be either the Single Lifetime Income Percentage or the Spousal Lifetime Income Percentage listed in the Specifications, as applicable. The applicable percentage will be determined as described in Part 9, Lifetime Income Benefit.
MATURITY DATE	The latest date on which annuity benefits may commence. It is the date specified on the Specifications Page, unless changed.
NET PAYMENT	The Payment less the amount of premium tax, if any, deducted from the Payment.
OWNER	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Page, unless changed.
PORTFOLIO	The investment choices available to the Variable Account.
PAYMENT	An amount paid to us by you as consideration for the benefits provided by this Contract.
QUALIFIED CONTRACTS	Contracts issued under Qualified Plans.
QUALIFIED PLANS	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
RIDER	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
SEPARATE ACCOUNT	A segregated account of the Company that is not commingled with our general assets and obligations.
SUB-ACCOUNT(S)	The Variable Account is divided into Sub-Accounts. Each Sub-Account is invested in shares of a different Portfolio.
SURRENDER VALUE	The Contract Value on any Valuation Date, less, if applicable, any contract fees, any rider charges, and any deduction for premium taxes or similar taxes.
VALUATION DATE	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
VALUATION PERIOD	Any period from one Valuation Date to the next, measured from the time on each such date that the net asset value of each Portfolio is determined.
VARIABLE ACCOUNT	The Company's Separate Account as shown in the Specifications Page.

VARIABLE ANNUITY

An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Investment Options.

WITHDRAWAL AMOUNT

The amount deducted from the Contract Value when you request a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any contract fees, any rider charges, any deduction for premium taxes or similar taxes, and any income taxes resulting from the withdrawal and withheld by us. The Withdrawal Amount may not exceed the Contract Value.

PART 2

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract.

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

MODIFICATION

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

We reserve the right to make any amendments as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of any amendment. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

CHANGE IN ANNUITY COMMENCEMENT DATE

Prior to the Annuity Commencement Date, an Owner may request in writing a change of the Annuity Commencement Date. Any extension of the Annuity Commencement Date beyond the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

ASSIGNMENT

This Contract is subject to assignment restrictions for Federal Income Tax purposes. It is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

CLAIMS OF CREDITORS

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

MISSTATEMENT AND PROOF OF AGE, SEX OR SURVIVAL

We may require proof of age, sex or survival of any person upon whose age, sex or survival any Lifetime Income Benefit, Annuity Payments or other benefits provided by this Contract or any Rider attached thereto depend. If the age or sex of the Annuitant or any co-Annuitant has been misstated, the benefits will be those which would have been provided for the correct age and sex. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.

ADDITION, DELETION OR SUBSTITUTION OF INVESTMENT OPTIONS

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Sub-Account without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We reserve the right, subject to compliance with applicable law, to establish additional Sub-Accounts which would invest in shares of a new Portfolio. We also reserve the right to eliminate existing Sub-Accounts, to combine Sub-Accounts or to transfer assets in a Sub-Account to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

NON-PARTICIPATING

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

REPORTS

We will send you reports containing information required by the Investment Company Act of 1940 and applicable state law at least annually without charge. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

INSULATION

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account are not chargeable with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

**CURRENCY AND PLACE OF
PAYMENTS**

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuity Service Office or elsewhere if we consent.

NOTICES AND ELECTIONS

To be effective, all notices and elections you make under this Contract must be in writing, signed by you and received by us at the Annuity Service Office. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuity Service Office, complete with all necessary information and your signature.

GOVERNING LAW

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Page.

PART 3

OWNER, BENEFICIARY

OWNER

The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant, or a Trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. The contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries.

BENEFICIARY

The Beneficiary is as designated on the Specifications Page, unless changed. However, if there is a co-Annuitant, that person will be treated as the Beneficiary upon death of the Annuitant. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Annuitant.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Except as permitted under the Death Before Maturity Date provision, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. A co-Annuitant may be added or removed from the Contract prior to the first withdrawal after the Lifetime Income Date, but no such change of co-Annuitant is permitted after that withdrawal and prior to the Annuity Commencement Date. Only the spouse of the Annuitant is eligible to be named as a co-Annuitant.

Subject to the right of an irrevocable Beneficiary, you may change the Beneficiary by written request in a form acceptable to us and which is received at our Annuity Service Office. Any change must be approved by us. If approved, any change of Beneficiary will take effect on the date the request is signed. We will not be liable for any payments or actions we take before the change is approved.

PART 4

PAYMENTS

GENERAL

The Contract is not effective until Payment is received by us at our Annuity Service Office or such other place designated by us. All Payments under this Contract are payable at our Annuity Service Office or such other place as we may designate. Payment Limits are identified on the Specifications Page.

ALLOCATION OF NET PAYMENTS

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Page. You may change the allocation of subsequent Net Payments at any time, without charge, by giving us written notice in a form acceptable to us.

PART 5

FEES AND DEDUCTIONS

CONTRACT ASSET FEE

To compensate us for assuming certain administration expenses, expense risks and mortality risks, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Page. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

ANNUAL CONTRACT FEE

To compensate us for assuming certain administrative expenses, we charge an Annual Contract Fee as set forth on the Specifications Page. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value.

After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

LIFETIME INCOME BENEFIT FEE

To compensate us for assuming risks associated with the Lifetime Income Benefit, we charge an annual Lifetime Income Benefit Fee. The Lifetime Income Benefit Fee is deducted on each Contract Anniversary. This fee is withdrawn from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value. The amount of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase. The fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

The initial Lifetime Income Benefit Fee Percentage is shown in the Specifications. We reserve the right to increase the Lifetime Income Benefit Fee Percentage on the effective date of each Step-Up. In such a situation, the percentage will never exceed the Maximum Lifetime Income Benefit Fee Percentage, shown in the Specifications.

TAXES

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation), Contract Value, payment of Death Benefit, withdrawals, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we, in our sole discretion, determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

PART 6

VARIABLE ACCOUNT PROVISIONS

INVESTMENT ACCOUNT VALUE

The Investment Account Value of an Investment Option is determined by multiplying (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Option; and,
- (b) equals the appropriate Accumulation Unit Value.

ACCUMULATION UNITS

We will credit Net Payments to your Investment Options in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Option will be determined by dividing the Net Payment allocated to that Investment Option by the Accumulation Unit Value for that Investment Option.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Valuation Period in which such transaction occurs.

ACCUMULATION UNIT VALUE

We will determine the Accumulation Unit Value for a particular Investment Option for any Valuation Period by multiplying the Accumulation Unit Value for the immediately preceding Valuation Period by the net investment factor for the corresponding Sub-Account for the Valuation Period for which the value is being determined. The Accumulation Unit Value may increase, decrease or remain the same from one Valuation Period to the next.

NET INVESTMENT FACTOR

The net investment factor is an index that measures the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:

- 1) the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the current Valuation Period, plus:
- 2) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-Account if the ex-dividend date occurs during the current Valuation Period, and

(b) is the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the immediately preceding Valuation Period, and

(c) is the Contract Asset Fee shown on the Specifications Page.

The net investment factor may be greater or less than, or equal to, one.

PART 7

TRANSFERS

TRANSFERS BEFORE MATURITY DATE

Before the Maturity Date or the Annuity Commencement Date, if earlier, you may transfer amounts among Investment Options of the Contract. Amounts will be canceled from the Investment Options from which amounts are transferred and credited to the Investment Options to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

TRANSFERS ON OR AFTER MATURITY DATE

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Investment Option to another. To do this, we will convert variable Annuity Units you hold in the Investment Option from which you are transferring to variable Annuity Units of the Investment Option to which you are transferring. We will determine the number of Annuity Units to transfer so that if the next Annuity Payment were made at that time, it would be the same amount that it would have been without the transfer. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply. Transfer charges and limitations are identified on the Specifications Page.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

DEFERRAL, MODIFICATION OR TERMINATION OF TRANSFER PRIVILEGE

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified on the Specifications Page and in the Suspension of Payments provision in the Withdrawals Provisions section.

PART 8

WITHDRAWAL PROVISIONS

PAYMENTS OF WITHDRAWALS

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of the Annuitant, the Annuity Commencement Date or the Maturity Date, by sending us a written request. We will pay all withdrawals within seven days of receipt at the Annuity Service Office subject to postponement in certain circumstances, as specified below.

SUSPENSION OF PAYMENTS

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Options for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

TOTAL WITHDRAWAL

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Surrender Value.

At the time of the total withdrawal, we will deduct the total amount of the Annual Contract Fee from the Contract Value in determining the Surrender Value. We will also deduct a pro rata share of the Lifetime Income Benefit Fee. A pro rata share of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the Adjusted Benefit Base, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Lifetime Income Benefit Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected.

PARTIAL WITHDRAWAL

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Any withdrawals prior to the Lifetime Income Date, or withdrawals after the Lifetime Income Date that exceed the Lifetime Income Amount, may reduce the Lifetime Income Benefit.

FREQUENCY OF PARTIAL WITHDRAWALS

You may make as many partial withdrawals as you wish.

PART 9

LIFETIME INCOME BENEFIT

GENERAL

This benefit guarantees that each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant you may take Withdrawals up to an amount equal to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below in the “Lifetime Income Amount (LIA)” provision.

The Lifetime Income Date is the Contract Anniversary on or after the later of (a) the date the younger of the Annuitant or any co-Annuitant reaches the Lifetime Income Age or (b) the Minimum Holding Period Expiration. We reserve the right to establish a new Minimum Holding Period equal to the Minimum Holding Period Duration listed in the Specifications, if Additional Payments in any Contract Year prior to the Lifetime Income Date exceed the Benefit Base multiplied by the Payment Limit Percentage.

BENEFIT BASE – INITIAL

The initial Benefit Base equals the greater of the Initial Payment or the Benefit Base Percentage multiplied by the Transferred Benefit Base. The Benefit Base is available only for the purpose of the Lifetime Income Benefit. It can not be withdrawn as a lump sum.

BENEFIT BASE – IMPACT OF ADDITIONAL PAYMENTS

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment.

After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or reductions of the Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been increased due to Additional Payments or Step-Ups, or has been decreased due to a withdrawal in excess of the LIA, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease of the Benefit Base. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

BENEFIT BASE – IMPACT OF STEP-UPS

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date. If the Lifetime Income Benefit Fee Percentage would increase as a result of a Step-Up, you will receive advance notice of the increase and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Step-Up Date and this election will resume automatic Step-Ups.

BENEFIT BASE – IMPACT OF WITHDRAWALS

Prior to the Lifetime Income Date, the Benefit Base will decrease as a result of any Withdrawals. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Beginning on the Lifetime Income Date, the Benefit Base will not reduce if total Withdrawals during a Contract Year are less than or equal to the LIA.

If a Withdrawal causes total Withdrawals during a Contract Year to exceed the LIA or if total Withdrawals during a Contract Year already exceeded the LIA, then the Benefit Base will be decreased as a result of the Withdrawal. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Notwithstanding the discussion above, the Benefit Base will not be reduced when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract year. (See the “Life Expectancy Distributions” provision.)

LIFETIME INCOME AMOUNT (LIA)

The initial LIA will be determined at the time of the first withdrawal on or after the Lifetime Income Date. The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the date of that withdrawal. If there is no co-Annuitant on the Contract when the initial LIA is determined, the Lifetime Income Percentage will be set to the Single Lifetime Income Percentage listed in the Specifications. If there is a co-Annuitant when the initial LIA is determined, the Lifetime Income Percentage will be set to the Spousal Lifetime Income Percentage listed in the Specifications.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this benefit, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Annuitant's Life Expectancy (or, if applicable, the joint Life Expectancy of the Annuitant and the Annuitant's spouse); and are paid to the Owner as required or contemplated by Code Section 401(a)(9), Section 408(b)(3), or Section 408A(c), as the case may be (“Qualified Death Benefit Stretch Distributions” and “Required Minimum Distributions”); and
- (b) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this “Life Expectancy Distributions” provision, references to Owner or Annuitant also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

The Contract will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA, and the Benefit Base is still greater than zero. When the Contract enters its Settlement Phase the Lifetime Income Benefit will continue, however all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted.

You will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant and any co-Annuitant. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. The settlement payments will be paid no less frequently than annually.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase.

If the last of the Annuitant and any co-Annuitant dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

PART 10

DISTRIBUTIONS DURING ANNUITANT'S LIFE

GENERAL

Notwithstanding any provision of this Contract to the contrary, the distribution of the Annuitant's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract, as described below, must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than this Part and paragraphs (c) and (d) of Part 11 of this Contract. The required minimum distribution for this Contract may be withdrawn from another Individual Retirement Account in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

There is no required distribution during the life of the Annuitant if this Contract is issued as a Roth IRA as indicated in the Type of Contract on the Specifications Page.

INTEREST IN THE CONTRACT

Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits or the Lifetime Income Benefit.

REQUIRED BEGINNING DATE

The "required beginning date" means April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½, or such later date provided by applicable tax law.

DISTRIBUTIONS

Unless otherwise permitted under applicable federal tax law, the entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Annuitant or the lives of the Annuitant and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Annuitant, or joint life and last survivor expectancy of the Annuitant and his or her designated beneficiary.

If the interest in the Contract is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

PART 11

DISTRIBUTIONS AFTER ANNUITANT'S DEATH

DEATH BEFORE MATURITY DATE

If the Annuitant dies prior to the Maturity Date or Annuity Commencement Date, if earlier, the interest in the Contract will be distributed as follows. Written notice and proof of death and all required claim forms must be received at the Company's Annuity Service Office prior to any distribution.

The Contract Value may be withdrawn by the Beneficiary in one sum immediately, in which case the Contract will terminate. If the Contract Value is not taken in one sum immediately, the Contract will continue subject to the following provisions:

- (a) The Beneficiary becomes the Owner.
- (b) No additional Payments may be applied to the Contract.
- (c) If the Beneficiary is not the deceased Annuitant's spouse, the Lifetime Income Benefit will no longer be available and the entire interest in the Contract must be distributed under one of the following options:
 - (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death; or
 - (ii) the entire interest in the Contract must be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death, or.
 - (iii) the entire interest in the Contract must be distributed as Annuity Payments under one of the options described in the Annuity Options section.

An irrevocable election of the method of distribution must be made no later than the end of the calendar year immediately following the calendar year in which the Annuitant died. If no election is made, the interest in the Contract will be distributed as described in (ii) above.

The life expectancy of the beneficiary is determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Annuitant's death.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed at least as rapidly as under the distribution option chosen.

- (d) The following options apply if the sole Beneficiary is the Annuitant's spouse.

If the sole Beneficiary is the deceased Annuitant's spouse and is the co-Annuitant, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant, the Lifetime Income Benefit will be available during the life of the surviving spouse, and the Lifetime Income Percentage will be set to the Spousal Lifetime Income Percentage listed in the Specifications.

If the Annuitant dies prior to the first withdrawal on or after the Lifetime Income Date and the sole Beneficiary is the deceased Annuitant's spouse but is not the co-Annuitant, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant, the Lifetime Income Benefit will be available during the life of the surviving spouse, and the Lifetime Income Percentage will be set to the Spousal Lifetime Income Percentage listed in the Specifications.

If the Annuitant dies after the first withdrawal on or after the Lifetime Income Date and the sole Beneficiary is the deceased Annuitant's spouse, but is not the co-Annuitant, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant but the Lifetime Income Benefit will no longer be available.

The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

- (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70½, if later); or
- (ii) the entire interest in the Contract may be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death; or
- (iii) as Annuity Payments under one of the options described in the Annuity Options section.

Such election must be made no later than the earlier of the date distributions are scheduled to begin under (i) above or December 31 of the year containing the fifth anniversary of the Annuitant's death. If no election is made, the entire interest in the Contract will be distributed as described in (ii) above.

If the surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the designated beneficiary's life expectancy determined using the beneficiary's ages as of his or her birthday in the year following the death of the spouse. If elected, the interest may be distributed as described in (ii) above.

If there is no beneficiary, the entire interest in the Contract will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's death.

Life expectancies are determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are made to a surviving spouse as the sole designated beneficiary, such spouse's life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year distributions must begin, reduced by 1 for each subsequent year.

We will permit the Owner to limit the option(s) offered to any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract and it satisfies the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder.

If the Annuitant dies after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the distribution option chosen.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

**DEATH BENEFIT ON OR AFTER
MATURITY DATE**

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

PROOF OF DEATH

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuity Service Office:

- (a) A certified copy of a death certificate.
- (b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- (c) Any other proof satisfactory to us.

GENERAL

Benefits payable under this Contract may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code sections 401(a)(9) and 408(b)(3). If guaranteed payments are to be made, the period over which the guaranteed payments are made may not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations. Once Annuity Payments commence, the Annuity Option may not be changed.

We will send you information about Annuity Options before the Annuity Commencement Date. If by the Maturity Date, you do not choose an Annuity Option, make a total Withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown in the Specifications Page and the Annuity Commencement Date is considered to be the Maturity Date. You can change the Annuity Option at any time before Annuity Payments commence.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

If the monthly income is less than \$20, we may pay the greater of the Contract Value or the commuted value of the Lifetime Income Benefit in one lump sum on the Maturity Date, or the Annuity Commencement Date if earlier.

VARIABLE ANNUITY PAYMENTS

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Page. We will provide a table of the annuity factors upon request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date.

Subsequent payments will be based on the investment performance of the Investment Options you elected. The amount of each subsequent variable annuity payment is determined by multiplying the number of Annuity Units credited for each Investment Option you elect by the appropriate Annuity Unit value on each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due. The number of Annuity Units is determined by dividing the portion of the first payment allocated to an Investment Option by the Annuity Unit value for that Investment Option determined as of the same date that the Contract Value used to effect Annuity Payments was determined. The portion of the first payment allocated to an investment Option will be determined in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value used to effect the Variable Annuity, unless you elect a different allocation.

**MORTALITY AND EXPENSE
GUARANTEE**

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

ANNUITY UNIT VALUE

The value of an Annuity Unit for each Investment Option for any Valuation Period is determined as follows:

- (a) The net investment factor for the corresponding Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Valuation Period; and
- (b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

FIXED ANNUITY PAYMENTS

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Page. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

**DESCRIPTION OF ANNUITY
OPTIONS****Option 1: Life Annuity**

Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 5-year period.

Option 2: Joint Life Annuity

Joint Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the joint lifetime of the Annuitant and co-Annuitant. No payments are due after the death of both the Annuitant and co-Annuitant or, if later, the end of the 5-year period.

Option 3: Fixed Life Annuity

Life Annuity with Cash Refund: We will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option. This option is available on or after the later of the Annuitant's 90th birthday or the tenth Contract Anniversary.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

Option 4: Fixed Joint Life Annuity

Joint Life Annuity with Cash Refund: We will make payments during the lifetime of the Annuitant and co-Annuitant. After the death of both the Annuitant and co-Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option. This option is available only if the co-Annuitant has been the co-Annuitant since the first withdrawal on or after the Lifetime Income Date. This option may be elected on or after the earlier of the Annuitant's or co-Annuitant's 90th birthday or the tenth Contract Anniversary, if later.

The annual amount of the annuity payments will equal the greater of

- (c) the Lifetime Income Amount, or
- (d) the annual amount determined by applying the Contract Value to a joint life Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

ALTERNATE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY

The logo for John Hancock, featuring the company name in a stylized, cursive script font. The 'J' and 'H' are particularly large and ornate, with the 'H' having a distinctive shape. A registered trademark symbol (®) is located at the end of the word 'Hancock'.

**THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY**



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]

Annuity Service Office:
[P.O. Box 9505
Portsmouth, NH 03802-9505]
[1-800-344-1029]

Home Office
Bloomfield Hills, MI

This is a legal Contract - read it carefully.

We agree to pay the benefits of this Contract in accordance with its terms.

This Contract is issued in consideration of the Payments.

John Hancock Life Insurance Company (U.S.A.) will provide a guaranteed annual amount for withdrawal beginning on the Lifetime Income Date and continuing for the life of the Annuitant. We will pay an annuity benefit beginning on the Annuity Commencement Date to the Annuitant, if living, unless otherwise directed by the Owner, in accordance with the Annuity Payments provision of this Contract. If the Annuitant dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay the Contract Value to the Beneficiary upon receipt of all required claim forms and proof of death of the Annuitant at the Annuity Service Office.

[TEN] DAY RIGHT TO REVIEW

You may cancel the Contract by returning it to our Annuity Service Office or registered representative who sold it to you at any time within [10] days after receipt of the Contract. During the first 7 days of this [10] day period, we will return the greater of (i) the Contract Value computed at the end of the Valuation Period during which the Contract is received by us or (ii) the sum of all Payments. After 7 days, we will pay the Contract Value computed at the end of the Valuation Period during which the Contract is received by us. We will pay the refund amount to the Owner within 7 days of receipt of the Contract by us.

Signed for the Company at Boston, Massachusetts, on the Contract Date.

DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 6.1

President

Secretary

Flexible Payment Deferred Variable Annuity
Guaranteed Lifetime Withdrawal Benefit
Non-Participating

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

INTRODUCTION

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant. After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable.

The Contract Value will vary with the investment performance of your Investment Options.

If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

You must allocate Payments among one or more Investment Options. The Investment Options are identified on the Specifications Page.

TABLE OF CONTENTS	PAGE
SPECIFICATIONS PAGES	S.1
PART 1 - DEFINITIONS	1.1
PART 2 - GENERAL PROVISIONS	2.1
PART 3 – OWNER, BENEFICIARY	3.1
PART 4 - PAYMENTS	4.1
PART 5 – FEES AND DEDUCTIONS	5.1
PART 6 - VARIABLE ACCOUNT PROVISIONS	6.1
PART 7 - TRANSFERS	7.1
PART 8 – WITHDRAWAL PROVISIONS	8.1
PART 9 – LIFETIME INCOME BENEFIT	9.1
PART 10 – DISTRIBUTIONS DURING ANNUITANT’S LIFE	10.1
PART 11 – DISTRIBUTIONS AFTER ANNUITANT’S DEATH	11.1
PART 12 - ANNUITY PAYMENTS	12.1
PART 13 - ANNUITY OPTIONS	13.1

PART 1

DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
ACCUMULATION UNIT	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
ADDITIONAL PAYMENTS	Any Payment made to us after the initial Payment.
ANNUITANT	A person whose age and life is used to determine eligibility for the Lifetime Income Benefit and the amount and duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Page, unless changed.
ANNUITY COMMENCEMENT DATE	The date Annuity Payments begin. It is the date selected by you and specified on the Specifications Page, unless changed. This date may not be later than the Maturity Date.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
ANNUITY SERVICE OFFICE	Any office designated by us for the receipt of Payments and processing of Owner requests.
ANNUITY UNIT	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
BENEFICIARY	The person, persons or entity to whom certain benefits are payable following the death of the Annuitant.
BENEFIT BASE	The Benefit Base is the total amount used for purposes of calculating guaranteed lifetime withdrawals. The Benefit Base cannot be withdrawn in a lump sum.
CO-ANNUITANT	The second person whose age and life may be used to determine the amount and duration of annuity payments under the Joint Life Annuity option. The co-Annuitant may be named at election of the Joint Life Annuity option.
COMPANY	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
CONTRACT ANNIVERSARY	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
CONTRACT DATE	The date of issue of this Contract as designated on the Specifications Page.
CONTRACT VALUE	The total of your Investment Account Values.
CONTRACT YEAR	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
ENDORSEMENT	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.

FIXED ANNUITY	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
GENERAL ACCOUNT	All the assets of the Company other than assets in separate accounts.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INVESTMENT ACCOUNT VALUE	The value of your investment in an Investment Option.
INVESTMENT OPTIONS	The investment choices available to you. The Investment Options available under this Contract are shown on the Specifications Page. When you select an Investment Option, we allocate your Contract Value to a Sub-Account of the Variable Account that invests in a corresponding Portfolio.
LIFETIME INCOME AMOUNT	The Lifetime Income Amount is the amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant while this Contract is in effect. The LIA reduces to zero upon the death of the Annuitant.
LIFETIME INCOME DATE	The Lifetime Income Date is the date on which the initial LIA is calculated.
LIFETIME INCOME PERCENTAGE	The percentage used to determine your Lifetime Income Amount.
MATURITY DATE	The latest date on which annuity benefits may commence. It is the date specified on the Specifications Page, unless changed.
NET PAYMENT	The Payment less the amount of premium tax, if any, deducted from the Payment.
OWNER	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Page, unless changed.
PORTFOLIO	The investment choices available to the Variable Account.
PAYMENT	An amount paid to us by you as consideration for the benefits provided by this Contract.
QUALIFIED CONTRACTS	Contracts issued under Qualified Plans.
QUALIFIED PLANS	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
RIDER	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
SEPARATE ACCOUNT	A segregated account of the Company that is not commingled with our general assets and obligations.
SUB-ACCOUNT(S)	The Variable Account is divided into Sub-Accounts. Each Sub-Account is invested in shares of a different Portfolio.
SURRENDER VALUE	The Contract Value on any Valuation Date, less, if applicable, any contract fees, any rider charges, and any deduction for premium taxes or similar taxes.
VALUATION DATE	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
VALUATION PERIOD	Any period from one Valuation Date to the next, measured from the time on each such date that the net asset value of each Portfolio is determined.
VARIABLE ACCOUNT	The Company's Separate Account as shown in the Specifications Page.

VARIABLE ANNUITY

An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Investment Options.

WITHDRAWAL AMOUNT

The amount deducted from the Contract Value when you request a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any contract fees, any rider charges, any deduction for premium taxes or similar taxes, and any income taxes resulting from the withdrawal and withheld by us. The Withdrawal Amount may not exceed the Contract Value.

PART 2

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract.

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

MODIFICATION

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

CHANGE IN ANNUITY COMMENCEMENT DATE

Prior to the Annuity Commencement Date, an Owner may request in writing a change of the Annuity Commencement Date. Any extension of the Annuity Commencement Date beyond the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

ASSIGNMENT

This Contract is subject to assignment restrictions for Federal Income Tax purposes. It is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

CLAIMS OF CREDITORS

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

MISSTATEMENT AND PROOF OF AGE, SEX OR SURVIVAL

We may require proof of age, sex or survival of any person upon whose age, sex or survival any Lifetime Income Benefit, Annuity Payments or other benefits provided by this Contract or any Rider attached thereto depend. If the age or sex of the Annuitant or any co-Annuitant has been misstated, the benefits will be those which would have been provided for the correct age and sex. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.

ADDITION, DELETION OR SUBSTITUTION OF INVESTMENT OPTIONS

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Sub-Account without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We reserve the right, subject to compliance with applicable law, to establish additional Sub-Accounts which would invest in shares of a new Portfolio. We also reserve the right to eliminate existing Sub-Accounts, to combine Sub-Accounts or to transfer assets in a Sub-Account to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

NON-PARTICIPATING

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

REPORTS

We will send you reports containing information required by the Investment Company Act of 1940 and applicable state law at least annually without charge. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

INSULATION

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account are not chargeable with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

**CURRENCY AND PLACE OF
PAYMENTS**

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuity Service Office or elsewhere if we consent.

NOTICES AND ELECTIONS

To be effective, all notices and elections you make under this Contract must be in writing, signed by you and received by us at the Annuity Service Office. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuity Service Office, complete with all necessary information and your signature.

GOVERNING LAW

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Page.

PART 3

OWNER, BENEFICIARY

OWNER

The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant, or a Trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. The contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries.

BENEFICIARY

The Beneficiary is as designated on the Specifications Page, unless changed. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Annuitant.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Except as permitted under the Death Before Maturity Date provision, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. A co-Annuitant may be added at the Annuity Commencement Date if the Joint Life Annuity option is elected.

Subject to the right of an irrevocable Beneficiary, you may change the Beneficiary by written request in a form acceptable to us and which is received at our Annuity Service Office. Any change must be approved by us. If approved, any change of Beneficiary will take effect on the date the request is signed. We will not be liable for any payments or actions we take before the change is approved.

PART 4

PAYMENTS

GENERAL

The Contract is not effective until Payment is received by us at our Annuity Service Office or such other place designated by us. All Payments under this Contract are payable at our Annuity Service Office or such other place as we may designate. Payment Limits are identified on the Specifications Page.

ALLOCATION OF NET PAYMENTS

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Page. You may change the allocation of subsequent Net Payments at any time, without charge, by giving us written notice in a form acceptable to us.

PART 5

FEES AND DEDUCTIONS

CONTRACT ASSET FEE

To compensate us for assuming certain administration expenses, expense risks and mortality risks, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Page. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

ANNUAL CONTRACT FEE

To compensate us for assuming certain administrative expenses, we charge an Annual Contract Fee as set forth on the Specifications Page. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value.

After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

LIFETIME INCOME BENEFIT FEE

To compensate us for assuming risks associated with the Lifetime Income Benefit, we charge an annual Lifetime Income Benefit Fee. The Lifetime Income Benefit Fee is deducted on each Contract Anniversary. This fee is withdrawn from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value. The amount of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase. The fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

The initial Lifetime Income Benefit Fee Percentage is shown in the Specifications. We reserve the right to increase the Lifetime Income Benefit Fee Percentage on the effective date of each Step-Up. In such a situation, the percentage will never exceed the Maximum Lifetime Income Benefit Fee Percentage, shown in the Specifications.

TAXES

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation), Contract Value, payment of Death Benefit, withdrawals, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we, in our sole discretion, determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

PART 6

VARIABLE ACCOUNT PROVISIONS

INVESTMENT ACCOUNT VALUE

The Investment Account Value of an Investment Option is determined by multiplying (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Option; and,
- (b) equals the appropriate Accumulation Unit Value.

ACCUMULATION UNITS

We will credit Net Payments to your Investment Options in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Option will be determined by dividing the Net Payment allocated to that Investment Option by the Accumulation Unit Value for that Investment Option.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Valuation Period in which such transaction occurs.

ACCUMULATION UNIT VALUE

We will determine the Accumulation Unit Value for a particular Investment Option for any Valuation Period by multiplying the Accumulation Unit Value for the immediately preceding Valuation Period by the net investment factor for the corresponding Sub-Account for the Valuation Period for which the value is being determined. The Accumulation Unit Value may increase, decrease or remain the same from one Valuation Period to the next.

NET INVESTMENT FACTOR

The net investment factor is an index that measures the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:

- 1) the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the current Valuation Period, plus:
- 2) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-Account if the ex-dividend date occurs during the current Valuation Period, and

(b) is the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the immediately preceding Valuation Period, and

(c) is the Contract Asset Fee shown on the Specifications Page.

The net investment factor may be greater or less than, or equal to, one.

PART 7

TRANSFERS

TRANSFERS BEFORE MATURITY DATE

Before the Maturity Date or the Annuity Commencement Date, if earlier, you may transfer amounts among Investment Options of the Contract. Amounts will be canceled from the Investment Options from which amounts are transferred and credited to the Investment Options to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

TRANSFERS ON OR AFTER MATURITY DATE

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Investment Option to another. To do this, we will convert variable Annuity Units you hold in the Investment Option from which you are transferring to variable Annuity Units of the Investment Option to which you are transferring. We will determine the number of Annuity Units to transfer so that if the next Annuity Payment were made at that time, it would be the same amount that it would have been without the transfer. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply. Transfer charges and limitations are identified on the Specifications Page.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

DEFERRAL, MODIFICATION OR TERMINATION OF TRANSFER PRIVILEGE

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified on the Specifications Page and in the Suspension of Payments provision in the Withdrawals Provisions section.

PART 8

WITHDRAWAL PROVISIONS

PAYMENTS OF WITHDRAWALS

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of the Annuitant, the Annuity Commencement Date or the Maturity Date, by sending us a written request. We will pay all withdrawals within seven days of receipt at the Annuity Service Office subject to postponement in certain circumstances, as specified below.

SUSPENSION OF PAYMENTS

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Options for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

TOTAL WITHDRAWAL

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Surrender Value.

At the time of the total withdrawal, we will deduct the total amount of the Annual Contract Fee from the Contract Value in determining the Surrender Value. We will also deduct a pro rata share of the Lifetime Income Benefit Fee. A pro rata share of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the Adjusted Benefit Base, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Lifetime Income Benefit Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected.

PARTIAL WITHDRAWAL

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Any withdrawals prior to the Lifetime Income Date, or withdrawals after the Lifetime Income Date that exceed the Lifetime Income Amount, may reduce the Lifetime Income Benefit.

FREQUENCY OF PARTIAL WITHDRAWALS

You may make as many partial withdrawals as you wish.

PART 9

LIFETIME INCOME BENEFIT

GENERAL

This benefit guarantees that each Contract Year after the Lifetime Income Date and during the life of the Annuitant you may take Withdrawals up to an amount equal to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below in the “Lifetime Income Amount (LIA)” provision.

The Lifetime Income Date is the Contract Anniversary on or after the later of (a) the date the Annuitant reaches the Lifetime Income Age or (b) the Minimum Holding Period Expiration. We reserve the right to establish a new Minimum Holding Period equal to the Minimum Holding Period Duration listed in the Specifications, if Additional Payments in any Contract Year prior to the Lifetime Income Date exceed the Benefit Base multiplied by the Payment Limit Percentage.

BENEFIT BASE – INITIAL

The initial Benefit Base equals the greater of the Initial Payment or the Benefit Base Percentage multiplied by the Transferred Benefit Base. The Benefit Base is available only for the purpose of the Lifetime Income Benefit. It can not be withdrawn as a lump sum.

BENEFIT BASE – IMPACT OF ADDITIONAL PAYMENTS

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment.

After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or reductions of the Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been increased due to Additional Payments or Step-Ups, or has been decreased due to a withdrawal in excess of the LIA, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease of the Benefit Base. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

BENEFIT BASE – IMPACT OF STEP-UPS

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date. If the Lifetime Income Benefit Fee Percentage would increase as a result of a Step-Up, you will receive advance notice of the increase and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Step-Up Date and this election will resume automatic Step-Ups.

BENEFIT BASE – IMPACT OF WITHDRAWALS

Prior to the Lifetime Income Date, the Benefit Base will decrease as a result of any Withdrawals. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Beginning on the Lifetime Income Date, the Benefit Base will not reduce if total Withdrawals during a Contract Year are less than or equal to the LIA.

If a Withdrawal causes total Withdrawals during a Contract Year to exceed the LIA or if total Withdrawals during a Contract Year already exceeded the LIA, then the Benefit Base will be decreased as a result of the Withdrawal. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Notwithstanding the discussion above, the Benefit Base will not be reduced when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract year. (See the “Life Expectancy Distributions” provision.)

LIFETIME INCOME AMOUNT (LIA)

The initial LIA will be determined at the time of the first withdrawal on or after the Lifetime Income Date. The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the date of that withdrawal.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this benefit, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Annuitant's Life Expectancy (or, if applicable, the joint Life Expectancy of the Annuitant and the Annuitant's spouse); and are paid to the Owner as required or contemplated by Code Section 401(a)(9), Section 408(b)(3), or Section 408A(c), as the case may be (“Qualified Death Benefit Stretch Distributions” and “Required Minimum Distributions”); and
- (b) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this “Life Expectancy Distributions” provision, references to Owner or Annuitant also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

The Contract will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA, and the Benefit Base is still greater than zero. When the Contract enters its Settlement Phase the Lifetime Income Benefit will continue, however all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted.

You will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. The settlement payments will be paid no less frequently than annually.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase.

If the Annuitant dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

PART 10

DISTRIBUTIONS DURING ANNUITANT'S LIFE

GENERAL

Notwithstanding any provision of this Contract to the contrary, the distribution of the Annuitant's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract, as described below, must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than this Part and paragraphs (c) and (d) of Part 11 of this Contract. The required minimum distribution for this Contract may be withdrawn from another Individual Retirement Account in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

There is no required distribution during the life of the Annuitant if this Contract is issued as a Roth IRA as indicated in the Type of Contract on the Specifications Page.

INTEREST IN THE CONTRACT

Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits or the Lifetime Income Benefit.

REQUIRED BEGINNING DATE

The "required beginning date" means April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½, or such later date provided by applicable tax law.

DISTRIBUTIONS

Unless otherwise permitted under applicable federal tax law, the entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Annuitant or the lives of the Annuitant and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Annuitant, or joint life and last survivor expectancy of the Annuitant and his or her designated beneficiary.

If the interest in the Contract is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

PART 11

DISTRIBUTIONS AFTER ANNUITANT'S DEATH

DEATH BEFORE MATURITY DATE

If the Annuitant dies prior to the Maturity Date or Annuity Commencement Date, if earlier, the interest in the Contract will be distributed as follows. Written notice and proof of death and all required claim forms must be received at the Company's Annuity Service Office prior to any distribution.

The Contract Value may be withdrawn by the Beneficiary in one sum immediately, in which case the Contract will terminate. If the Contract Value is not taken in one sum immediately, the Contract will continue subject to the following provisions:

- (a) The Beneficiary becomes the Owner.
- (b) No additional Payments may be applied to the Contract.
- (c) If the Beneficiary is not the deceased Annuitant's spouse, the Lifetime Income Benefit will no longer be available and the entire interest in the Contract must be distributed under one of the following options:
 - (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death; or
 - (ii) the entire interest in the Contract must be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death, or.
 - (iii) the entire interest in the Contract must be distributed as Annuity Payments under one of the options described in the Annuity Options section.

An irrevocable election of the method of distribution must be made no later than the end of the calendar year immediately following the calendar year in which the Annuitant died. If no election is made, the interest in the Contract will be distributed as described in (ii) above.

The life expectancy of the beneficiary is determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Annuitant's death.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed at least as rapidly as under the distribution option chosen.

- (d) The following options apply if the sole Beneficiary is the Annuitant's spouse.

If the sole Beneficiary is the deceased Annuitant's spouse, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant but the Lifetime Income Benefit will no longer be available.

The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

- (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70½, if later); or
- (ii) the entire interest in the Contract may be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death; or
- (iii) as Annuity Payments under one of the options described in the Annuity Options section.

Such election must be made no later than the earlier of the date distributions are scheduled to begin under (i) above or December 31 of the year containing the fifth anniversary of the Annuitant's death. If no election is made, the entire interest in the Contract will be distributed as described in (ii) above.

If the surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the designated beneficiary's life expectancy determined using the beneficiary's ages as of his or her birthday in the year following the death of the spouse. If elected, the interest may be distributed as described in (ii) above.

If there is no beneficiary, the entire interest in the Contract will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's death.

Life expectancies are determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are made to a surviving spouse as the sole designated beneficiary, such spouse's life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year distributions must begin, reduced by 1 for each subsequent year.

We will permit the Owner to limit the option(s) offered to any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract and it satisfies the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder.

If the Annuitant dies after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the distribution option chosen.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

DEATH BENEFIT ON OR AFTER MATURITY DATE

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

PROOF OF DEATH

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuity Service Office:

- (a) A certified copy of a death certificate.
- (b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- (c) Any other proof satisfactory to us.

PART 12

ANNUITY PAYMENTS

GENERAL

Benefits payable under this Contract may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code sections 401(a)(9) and 408(b)(3). If guaranteed payments are to be made, the period over which the guaranteed payments are made may not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations. Once Annuity Payments commence, the Annuity Option may not be changed.

We will send you information about Annuity Options before the Annuity Commencement Date. If by the Maturity Date, you do not choose an Annuity Option, make a total Withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown in the Specifications Page and the Annuity Commencement Date is considered to be the Maturity Date. You can change the Annuity Option at any time before Annuity Payments commence.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

If the monthly income is less than \$20, we may pay the greater of the Contract Value or the commuted value of the Lifetime Income Benefit in one lump sum on the Maturity Date, or the Annuity Commencement Date if earlier.

VARIABLE ANNUITY PAYMENTS

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Page. We will provide a table of the annuity factors upon request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date.

Subsequent payments will be based on the investment performance of the Investment Options you elected. The amount of each subsequent variable annuity payment is determined by multiplying the number of Annuity Units credited for each Investment Option you elect by the appropriate Annuity Unit value on each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due. The number of Annuity Units is determined by dividing the portion of the first payment allocated to an Investment Option by the Annuity Unit value for that Investment Option determined as of the same date that the Contract Value used to effect Annuity Payments was determined. The portion of the first payment allocated to an investment Option will be determined in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value used to effect the Variable Annuity, unless you elect a different allocation.

MORTALITY AND EXPENSE GUARANTEE

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

ANNUITY UNIT VALUE

The value of an Annuity Unit for each Investment Option for any Valuation Period is determined as follows:

- (a) The net investment factor for the corresponding Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Valuation Period; and
- (b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

FIXED ANNUITY PAYMENTS

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Page. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

**DESCRIPTION OF ANNUITY
OPTIONS****Option 1: Life Annuity**

Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 5-year period.

Option 2: Joint Life Annuity

Joint Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the joint lifetime of the Annuitant and a co Annuitant. No payments are due after the death of both the Annuitant and the co-Annuitant or, if later, the end of the 5-year period.

Option 3: Fixed Life Annuity

Life Annuity with Cash Refund: We will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option. This option is available on or after the later of the Annuitant's 90th birthday or the tenth Contract Anniversary.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

ALTERNATE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY

The logo for John Hancock, featuring the name in a stylized, cursive script font. The 'J' is large and ornate, and the 'H' is also stylized. The word 'Hancock' follows in the same script. A registered trademark symbol (®) is at the end.

**THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY**



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]

Annuity Service Office:
[P.O. Box 9505
Portsmouth, NH 03802-9505]
[1-800-344-1029]

Home Office
Bloomfield Hills, MI

This is a legal Contract - read it carefully.

We agree to pay the benefits of this Contract in accordance with its terms.

This Contract is issued in consideration of the Payments.

John Hancock Life Insurance Company (U.S.A.) will provide a guaranteed annual amount for withdrawal beginning on the Lifetime Income Date and continuing for the life of the Annuitant and any co-Annuitant. We will pay an annuity benefit beginning on the Annuity Commencement Date to the Annuitant, if living, unless otherwise directed by the Owner, in accordance with the Annuity Payments provision of this Contract. If the Annuitant dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay the Contract Value to the Beneficiary upon receipt of all required claim forms and proof of death of the Annuitant at the Annuity Service Office.

[TEN] DAY RIGHT TO REVIEW

You may cancel the Contract by returning it to our Annuity Service Office or registered representative who sold it to you at any time within [10] days after receipt of the Contract. During the first 7 days of this [10] day period, we will return the greater of (i) the Contract Value computed at the end of the Valuation Period during which the Contract is received by us or (ii) the sum of all Payments. After 7 days, we will pay the Contract Value computed at the end of the Valuation Period during which the Contract is received by us. We will pay the refund amount to the Owner within 7 days of receipt of the Contract by us.

Signed for the Company at Boston, Massachusetts, on the Contract Date.

DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 6.1

President

Secretary

Flexible Payment Deferred Variable Annuity
Guaranteed Lifetime Withdrawal Benefit
Non-Participating

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

INTRODUCTION

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant. After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable.

The Contract Value will vary with the investment performance of your Investment Options.

If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

You must allocate Payments among one or more Investment Options. The Investment Options are identified on the Specifications Page.

TABLE OF CONTENTS	PAGE
SPECIFICATIONS PAGES	S.1
PART 1 - DEFINITIONS	1.1
PART 2 - GENERAL PROVISIONS	2.1
PART 3 – OWNER, BENEFICIARY	3.1
PART 4 - PAYMENTS	4.1
PART 5 – FEES AND DEDUCTIONS	5.1
PART 6 - VARIABLE ACCOUNT PROVISIONS	6.1
PART 7 - TRANSFERS	7.1
PART 8 – WITHDRAWAL PROVISIONS	8.1
PART 9 – LIFETIME INCOME BENEFIT	9.1
PART 10 – DISTRIBUTIONS DURING ANNUITANT’S LIFE	10.1
PART 11 – DISTRIBUTIONS AFTER ANNUITANT’S DEATH	11.1
PART 12 - ANNUITY PAYMENTS	12.1
PART 13 - ANNUITY OPTIONS	13.1

PART 1

DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
ACCUMULATION UNIT	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
ADDITIONAL PAYMENTS	Any Payment made to us after the initial Payment.
ANNUITANT	A person whose age and life is used to determine eligibility for the Lifetime Income Benefit and the amount and duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Page, unless changed.
ANNUITY COMMENCEMENT DATE	The date Annuity Payments begin. It is the date selected by you and specified on the Specifications Page, unless changed. This date may not be later than the Maturity Date.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
ANNUITY SERVICE OFFICE	Any office designated by us for the receipt of Payments and processing of Owner requests.
ANNUITY UNIT	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
BENEFICIARY	The person, persons or entity to whom certain benefits are payable following the death of the Annuitant.
BENEFIT BASE	The Benefit Base is the total amount used for purposes of calculating guaranteed lifetime withdrawals. The Benefit Base cannot be withdrawn in a lump sum.
CO-ANNUITANT	The second person whose age and life may be used to determine eligibility for the Lifetime Income Benefit. The co-Annuitant is designated on the Specifications Page, unless changed. Only the spouse of the Annuitant is eligible to be a co-Annuitant.
COMPANY	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
CONTRACT ANNIVERSARY	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
CONTRACT DATE	The date of issue of this Contract as designated on the Specifications Page.
CONTRACT VALUE	The total of your Investment Account Values.
CONTRACT YEAR	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
ENDORSEMENT	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.

FIXED ANNUITY	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
GENERAL ACCOUNT	All the assets of the Company other than assets in separate accounts.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INVESTMENT ACCOUNT VALUE	The value of your investment in an Investment Option.
INVESTMENT OPTIONS	The investment choices available to you. The Investment Options available under this Contract are shown on the Specifications Page. When you select an Investment Option, we allocate your Contract Value to a Sub-Account of the Variable Account that invests in a corresponding Portfolio.
LIFETIME INCOME AMOUNT	The Lifetime Income Amount is the amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant while this Contract is in effect. The LIA reduces to zero upon the death of the last to die of the Annuitant and any co-Annuitant.
LIFETIME INCOME DATE	The Lifetime Income Date is the date on which the initial LIA is calculated.
LIFETIME INCOME PERCENTAGE	The percentage used to determine your Lifetime Income Amount.
MATURITY DATE	The latest date on which annuity benefits may commence. It is the date specified on the Specifications Page, unless changed.
NET PAYMENT	The Payment less the amount of premium tax, if any, deducted from the Payment.
OWNER	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Page, unless changed.
PORTFOLIO	The investment choices available to the Variable Account.
PAYMENT	An amount paid to us by you as consideration for the benefits provided by this Contract.
QUALIFIED CONTRACTS	Contracts issued under Qualified Plans.
QUALIFIED PLANS	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
RIDER	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
SEPARATE ACCOUNT	A segregated account of the Company that is not commingled with our general assets and obligations.
SUB-ACCOUNT(S)	The Variable Account is divided into Sub-Accounts. Each Sub-Account is invested in shares of a different Portfolio.
SURRENDER VALUE	The Contract Value on any Valuation Date, less, if applicable, any contract fees, any rider charges, and any deduction for premium taxes or similar taxes.
VALUATION DATE	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
VALUATION PERIOD	Any period from one Valuation Date to the next, measured from the time on each such date that the net asset value of each Portfolio is determined.
VARIABLE ACCOUNT	The Company's Separate Account as shown in the Specifications Page.

VARIABLE ANNUITY

An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Investment Options.

WITHDRAWAL AMOUNT

The amount deducted from the Contract Value when you request a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any contract fees, any rider charges, any deduction for premium taxes or similar taxes, and any income taxes resulting from the withdrawal and withheld by us. The Withdrawal Amount may not exceed the Contract Value.

PART 2

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract.

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

MODIFICATION

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

CHANGE IN ANNUITY COMMENCEMENT DATE

Prior to the Annuity Commencement Date, an Owner may request in writing a change of the Annuity Commencement Date. Any extension of the Annuity Commencement Date beyond the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

ASSIGNMENT

This Contract is subject to assignment restrictions for Federal Income Tax purposes. It is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

CLAIMS OF CREDITORS

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

MISSTATEMENT AND PROOF OF AGE, SEX OR SURVIVAL

We may require proof of age, sex or survival of any person upon whose age, sex or survival any Lifetime Income Benefit, Annuity Payments or other benefits provided by this Contract or any Rider attached thereto depend. If the age or sex of the Annuitant or any co-Annuitant has been misstated, the benefits will be those which would have been provided for the correct age and sex. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.

ADDITION, DELETION OR SUBSTITUTION OF INVESTMENT OPTIONS

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Sub-Account without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We reserve the right, subject to compliance with applicable law, to establish additional Sub-Accounts which would invest in shares of a new Portfolio. We also reserve the right to eliminate existing Sub-Accounts, to combine Sub-Accounts or to transfer assets in a Sub-Account to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

NON-PARTICIPATING

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

REPORTS

We will send you reports containing information required by the Investment Company Act of 1940 and applicable state law at least annually without charge. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

INSULATION

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account are not chargeable with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

**CURRENCY AND PLACE OF
PAYMENTS**

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuity Service Office or elsewhere if we consent.

NOTICES AND ELECTIONS

To be effective, all notices and elections you make under this Contract must be in writing, signed by you and received by us at the Annuity Service Office. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuity Service Office, complete with all necessary information and your signature.

GOVERNING LAW

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Page.

PART 3

OWNER, BENEFICIARY

OWNER

The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant, or a Trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. The contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries.

BENEFICIARY

The Beneficiary is as designated on the Specifications Page, unless changed. However, if there is a co-Annuitant, that person will be treated as the Beneficiary upon death of the Annuitant. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Annuitant.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Except as permitted under the Death Before Maturity Date provision, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. The co-Annuitant may be removed from the Contract, but no change or addition of co-Annuitant is permitted prior to the Annuity Commencement Date. Only the spouse of the Annuitant is eligible to be named as a co-Annuitant.

Subject to the right of an irrevocable Beneficiary, you may change the Beneficiary by written request in a form acceptable to us and which is received at our Annuity Service Office. Any change must be approved by us. If approved, any change of Beneficiary will take effect on the date the request is signed. We will not be liable for any payments or actions we take before the change is approved.

PART 4

PAYMENTS

GENERAL

The Contract is not effective until Payment is received by us at our Annuity Service Office or such other place designated by us. All Payments under this Contract are payable at our Annuity Service Office or such other place as we may designate. Payment Limits are identified on the Specifications Page.

ALLOCATION OF NET PAYMENTS

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Page. You may change the allocation of subsequent Net Payments at any time, without charge, by giving us written notice in a form acceptable to us.

PART 5

FEES AND DEDUCTIONS

CONTRACT ASSET FEE

To compensate us for assuming certain administration expenses, expense risks and mortality risks, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Page. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

ANNUAL CONTRACT FEE

To compensate us for assuming certain administrative expenses, we charge an Annual Contract Fee as set forth on the Specifications Page. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value.

After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

LIFETIME INCOME BENEFIT FEE

To compensate us for assuming risks associated with the Lifetime Income Benefit, we charge an annual Lifetime Income Benefit Fee. The Lifetime Income Benefit Fee is deducted on each Contract Anniversary. This fee is withdrawn from each Investment Option in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value. The amount of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase. The fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

The initial Lifetime Income Benefit Fee Percentage is shown in the Specifications. We reserve the right to increase the Lifetime Income Benefit Fee Percentage on the effective date of each Step-Up. In such a situation, the percentage will never exceed the Maximum Lifetime Income Benefit Fee Percentage, shown in the Specifications.

TAXES

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation), Contract Value, payment of Death Benefit, withdrawals, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we, in our sole discretion, determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

PART 6

VARIABLE ACCOUNT PROVISIONS

INVESTMENT ACCOUNT VALUE

The Investment Account Value of an Investment Option is determined by multiplying (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Option; and,
- (b) equals the appropriate Accumulation Unit Value.

ACCUMULATION UNITS

We will credit Net Payments to your Investment Options in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Option will be determined by dividing the Net Payment allocated to that Investment Option by the Accumulation Unit Value for that Investment Option.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Valuation Period in which such transaction occurs.

ACCUMULATION UNIT VALUE

We will determine the Accumulation Unit Value for a particular Investment Option for any Valuation Period by multiplying the Accumulation Unit Value for the immediately preceding Valuation Period by the net investment factor for the corresponding Sub-Account for the Valuation Period for which the value is being determined. The Accumulation Unit Value may increase, decrease or remain the same from one Valuation Period to the next.

NET INVESTMENT FACTOR

The net investment factor is an index that measures the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:

- 1) the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the current Valuation Period, plus:
- 2) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-Account if the ex-dividend date occurs during the current Valuation Period, and

(b) is the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the immediately preceding Valuation Period, and

(c) is the Contract Asset Fee shown on the Specifications Page.

The net investment factor may be greater or less than, or equal to, one.

PART 7

TRANSFERS

TRANSFERS BEFORE MATURITY DATE

Before the Maturity Date or the Annuity Commencement Date, if earlier, you may transfer amounts among Investment Options of the Contract. Amounts will be canceled from the Investment Options from which amounts are transferred and credited to the Investment Options to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

TRANSFERS ON OR AFTER MATURITY DATE

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Investment Option to another. To do this, we will convert variable Annuity Units you hold in the Investment Option from which you are transferring to variable Annuity Units of the Investment Option to which you are transferring. We will determine the number of Annuity Units to transfer so that if the next Annuity Payment were made at that time, it would be the same amount that it would have been without the transfer. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply. Transfer charges and limitations are identified on the Specifications Page.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

DEFERRAL, MODIFICATION OR TERMINATION OF TRANSFER PRIVILEGE

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified on the Specifications Page and in the Suspension of Payments provision in the Withdrawals Provisions section.

PART 8

WITHDRAWAL PROVISIONS

PAYMENTS OF WITHDRAWALS

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of the Annuitant, the Annuity Commencement Date or the Maturity Date, by sending us a written request. We will pay all withdrawals within seven days of receipt at the Annuity Service Office subject to postponement in certain circumstances, as specified below.

SUSPENSION OF PAYMENTS

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Options for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

TOTAL WITHDRAWAL

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Surrender Value.

At the time of the total withdrawal, we will deduct the total amount of the Annual Contract Fee from the Contract Value in determining the Surrender Value. We will also deduct a pro rata share of the Lifetime Income Benefit Fee. A pro rata share of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown in the Specifications, multiplied by the Adjusted Benefit Base, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Lifetime Income Benefit Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected.

PARTIAL WITHDRAWAL

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Any withdrawals prior to the Lifetime Income Date, or withdrawals after the Lifetime Income Date that exceed the Lifetime Income Amount, may reduce the Lifetime Income Benefit.

FREQUENCY OF PARTIAL WITHDRAWALS

You may make as many partial withdrawals as you wish.

PART 9

LIFETIME INCOME BENEFIT

GENERAL

This benefit guarantees that each Contract Year after the Lifetime Income Date and during the life of the Annuitant and any co-Annuitant you may take Withdrawals up to an amount equal to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below in the “Lifetime Income Amount (LIA)” provision.

The Lifetime Income Date is the Contract Anniversary on or after the later of (a) the date the younger of the Annuitant or any co-Annuitant reaches the Lifetime Income Age or (b) the Minimum Holding Period Expiration. We reserve the right to establish a new Minimum Holding Period equal to the Minimum Holding Period Duration listed in the Specifications, if Additional Payments in any Contract Year prior to the Lifetime Income Date exceeded the Benefit Base multiplied by the Payment Limit Percentage.

BENEFIT BASE – INITIAL

The initial Benefit Base equals the greater of the Initial Payment or the Benefit Base Percentage multiplied by the Transferred Benefit Base. The Benefit Base is available only for the purpose of the Lifetime Income Benefit. It can not be withdrawn as a lump sum.

BENEFIT BASE – IMPACT OF ADDITIONAL PAYMENTS

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment.

After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or reductions of the Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been increased due to Additional Payments or Step-Ups, or has been decreased due to a withdrawal in excess of the LIA, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease of the Benefit Base. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

BENEFIT BASE – IMPACT OF STEP-UPS

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date. If the Lifetime Income Benefit Fee Percentage would increase as a result of a Step-Up, you will receive advance notice of the increase and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Step-Up Date and this election will resume automatic Step-Ups.

BENEFIT BASE – IMPACT OF WITHDRAWALS

Prior to the Lifetime Income Date, the Benefit Base will decrease as a result of any Withdrawals. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Beginning on the Lifetime Income Date, the Benefit Base will not reduce if total Withdrawals during a Contract Year are less than or equal to the LIA.

If a Withdrawal causes total Withdrawals during a Contract Year to exceed the LIA or if total Withdrawals during a Contract Year already exceeded the LIA, then the Benefit Base will be decreased as a result of the Withdrawal. The amount deducted in connection with the Withdrawal will be equal to (i) times (ii), where (i) is equal to the Benefit Base prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

Notwithstanding the discussion above, the Benefit Base will not be reduced when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract year. (See the “Life Expectancy Distributions” provision.)

LIFETIME INCOME AMOUNT (LIA)

The initial LIA will be determined at the time of the first withdrawal on or after the Lifetime Income Date. The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the date of that withdrawal.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this benefit, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Annuitant's Life Expectancy (or, if applicable, the joint Life Expectancy of the Annuitant and the Annuitant's spouse); and are paid to the Owner as required or contemplated by Code Section 401(a)(9), Section 408(b)(3), or Section 408A(c), as the case may be (“Qualified Death Benefit Stretch Distributions” and “Required Minimum Distributions”); and
- (b) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this “Life Expectancy Distributions” provision, references to Owner or Annuitant also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

The Contract will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA, and the Benefit Base is still greater than zero. When the Contract enters its Settlement Phase the Lifetime Income Benefit will continue, however all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted.

You will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant and any co-Annuitant. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. The settlement payments will be paid no less frequently than annually.

The Lifetime Income Benefit Fee will not be deducted during the Settlement Phase.

If the last of the Annuitant and any co-Annuitant dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

PART 10

DISTRIBUTIONS DURING ANNUITANT'S LIFE

GENERAL

Notwithstanding any provision of this Contract to the contrary, the distribution of the Annuitant's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract, as described below, must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than this Part and paragraphs (c) and (d) of Part 11 of this Contract. The required minimum distribution for this Contract may be withdrawn from another Individual Retirement Account in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

There is no required distribution during the life of the Annuitant if this Contract is issued as a Roth IRA as indicated in the Type of Contract on the Specifications Page.

INTEREST IN THE CONTRACT

Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits or the Lifetime Income Benefit.

REQUIRED BEGINNING DATE

The "required beginning date" means April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½, or such later date provided by applicable tax law.

DISTRIBUTIONS

Unless otherwise permitted under applicable federal tax law, the entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Annuitant or the lives of the Annuitant and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Annuitant, or joint life and last survivor expectancy of the Annuitant and his or her designated beneficiary.

If the interest in the Contract is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

PART 11

DISTRIBUTIONS AFTER ANNUITANT'S DEATH

DEATH BEFORE MATURITY DATE

If the Annuitant dies prior to the Maturity Date or Annuity Commencement Date, if earlier, the interest in the Contract will be distributed as follows. Written notice and proof of death and all required claim forms must be received at the Company's Annuity Service Office prior to any distribution.

The Contract Value may be withdrawn by the Beneficiary in one sum immediately, in which case the Contract will terminate. If the Contract Value is not taken in one sum immediately, the Contract will continue subject to the following provisions:

- (a) The Beneficiary becomes the Owner.
- (b) No additional Payments may be applied to the Contract.
- (c) If the Beneficiary is not the deceased Annuitant's spouse, the Lifetime Income Benefit will no longer be available and the entire interest in the Contract must be distributed under one of the following options:
 - (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death; or
 - (ii) the entire interest in the Contract must be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death, or.
 - (iii) the entire interest in the Contract must be distributed as Annuity Payments under one of the options described in the Annuity Options section.

An irrevocable election of the method of distribution must be made no later than the end of the calendar year immediately following the calendar year in which the Annuitant died. If no election is made, the interest in the Contract will be distributed as described in (ii) above.

The life expectancy of the beneficiary is determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Annuitant's death.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed at least as rapidly as under the distribution option chosen.

- (d) The following options apply if the sole Beneficiary is the Annuitant's spouse.

If the sole Beneficiary is the deceased Annuitant's spouse and is the co-Annuitant, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant and the Lifetime Income Benefit will be available during the life of the surviving spouse.

If the sole Beneficiary is the deceased Annuitant's spouse, but is not the co-Annuitant, the surviving spouse may elect to continue the Contract as the new Owner/Annuitant but the Lifetime Income Benefit will no longer be available.

The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

- (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70½, if later); or
- (ii) the entire interest in the Contract may be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's Death; or
- (iii) as Annuity Payments under one of the options described in the Annuity Options section.

Such election must be made no later than the earlier of the date distributions are scheduled to begin under (i) above or December 31 of the year containing the fifth anniversary of the Annuitant's death. If no election is made, the entire interest in the Contract will be distributed as described in (ii) above.

If the surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the designated beneficiary's life expectancy determined using the beneficiary's ages as of his or her birthday in the year following the death of the spouse. If elected, the interest may be distributed as described in (ii) above.

If there is no beneficiary, the entire interest in the Contract will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's death.

Life expectancies are determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are made to a surviving spouse as the sole designated beneficiary, such spouse's life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year distributions must begin, reduced by 1 for each subsequent year.

We will permit the Owner to limit the option(s) offered to any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract and it satisfies the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder.

If the Annuitant dies after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the distribution option chosen.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

DEATH BENEFIT ON OR AFTER MATURITY DATE

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

PROOF OF DEATH

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuity Service Office:

- (a) A certified copy of a death certificate.
- (b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- (c) Any other proof satisfactory to us.

PART 12

ANNUITY PAYMENTS

GENERAL

Benefits payable under this Contract may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code sections 401(a)(9) and 408(b)(3). If guaranteed payments are to be made, the period over which the guaranteed payments are made may not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations. Once Annuity Payments commence, the Annuity Option may not be changed.

We will send you information about Annuity Options before the Annuity Commencement Date. If by the Maturity Date, you do not choose an Annuity Option, make a total Withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown in the Specifications Page and the Annuity Commencement Date is considered to be the Maturity Date. You can change the Annuity Option at any time before Annuity Payments commence.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

If the monthly income is less than \$20, we may pay the greater of the Contract Value or the commuted value of the Lifetime Income Benefit in one lump sum on the Maturity Date, or the Annuity Commencement Date if earlier.

VARIABLE ANNUITY PAYMENTS

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Page. We will provide a table of the annuity factors upon request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date.

Subsequent payments will be based on the investment performance of the Investment Options you elected. The amount of each subsequent variable annuity payment is determined by multiplying the number of Annuity Units credited for each Investment Option you elect by the appropriate Annuity Unit value on each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due. The number of Annuity Units is determined by dividing the portion of the first payment allocated to an Investment Option by the Annuity Unit value for that Investment Option determined as of the same date that the Contract Value used to effect Annuity Payments was determined. The portion of the first payment allocated to an investment Option will be determined in the same proportion that the Investment Account Value of each Investment Option bears to the Contract Value used to effect the Variable Annuity, unless you elect a different allocation.

MORTALITY AND EXPENSE GUARANTEE

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

ANNUITY UNIT VALUE

The value of an Annuity Unit for each Investment Option for any Valuation Period is determined as follows:

- (a) The net investment factor for the corresponding Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Valuation Period; and
- (b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

FIXED ANNUITY PAYMENTS

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Page. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

**DESCRIPTION OF ANNUITY
OPTIONS****Option 1: Life Annuity**

Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 5-year period.

Option 2: Joint Life Annuity

Joint Life 5-Year Certain. We will make Annuity Payments for 5 years and after that during the joint lifetime of the Annuitant and co-Annuitant. No payments are due after the death of both the Annuitant and co-Annuitant or, if later, the end of the 5-year period.

Option 3: Fixed Life Annuity

Life Annuity with Cash Refund: This option is available if only one of the Annuitant or co-Annuitant is living at the Annuity Commencement Date. We will make payments during the lifetime of the Annuitant or co-Annuitant. After the death of the Annuitant or co-Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option. This option is available on or after the later of the Annuitant's 90th birthday or the tenth Contract Anniversary.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

Option 4: Fixed Joint Life Annuity

Joint Life Annuity with Cash Refund: This option is available if both the Annuitant and co-Annuitant are living at the Annuity Commencement Date. We will make payments during the lifetime of the Annuitant and co-Annuitant. After the death of both the Annuitant and co-Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option. This option is available only if the co-Annuitant is the co-Annuitant listed on the Specifications Page at issue of the Contract. This option may be elected on or after the earlier of the Annuitant's or co-Annuitant's 90th birthday or the tenth Contract Anniversary, if later.

The annual amount of the annuity payments will equal the greater of

- (c) the Lifetime Income Amount, or
- (d) the annual amount determined by applying the Contract Value to a joint life Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

ALTERNATE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

THE JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
A STOCK COMPANY

The logo for John Hancock, featuring the company name in a stylized, cursive script font. The 'J' is large and ornate, and the 'H' is also stylized. The word 'Hancock' follows in the same script. A registered trademark symbol (®) is at the end.

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]
CO-ANNUITANT:	[MARY. SMITH]	CO-ANNUITANT'S AGE	[53]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

SINGLE LIFETIME INCOME PERCENTAGE [5.0%]

SPOUSAL LIFETIME INCOME PERCENTAGE [4.5%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every [Contract Anniversary] up to the anniversary on or after the earlier of the Annuitant's or any co-Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the older of the Annuitant or any co-Annuitant attains age [81].

IRA PAYMENT LIMITS

Payments may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

- A. The total cash contributions shall not exceed \$4,000 for any taxable year beginning in 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
- B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. In addition to the amounts described in paragraphs A and B above, an individual may make a repayment of a qualified reservist distribution described in IRC section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- D. In addition to the amounts described in paragraphs A and C above, an individual who was a participant in a IRC section 401(k) plan of a certain employer in bankruptcy described in IRC section 219(b)(5)(C) may contribute up to \$ 3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph D may not also make contributions under paragraph B.
- E. No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

\[We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or [six] at any time within a Contract Year.

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

LIFETIME INCOME PERCENTAGE [5.0%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every [Contract Anniversary] up to the anniversary on or after the Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the Annuitant attains age [81].

IRA PAYMENT LIMITS

Payments may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

- A. The total cash contributions shall not exceed \$4,000 for any taxable year beginning in 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
- B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. In addition to the amounts described in paragraphs A and B above, an individual may make a repayment of a qualified reservist distribution described in IRC section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- D. In addition to the amounts described in paragraphs A and C above, an individual who was a participant in a IRC section 401(k) plan of a certain employer in bankruptcy described in IRC section 219(b)(5)(C) may contribute up to \$ 3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph D may not also make contributions under paragraph B.
- E. No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.]

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or [six] at any time within a Contract Year.

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]
CO-ANNUITANT:	[MARY. SMITH]	CO-ANNUITANT'S AGE	[53]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

LIFETIME INCOME PERCENTAGE [4.5%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every [Contract Anniversary] up to the anniversary on or after the earlier of the Annuitant's or any co-Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the older of the Annuitant or any co-Annuitant attains age [81].

IRA PAYMENT LIMITS

Payments may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

- A. The total cash contributions shall not exceed \$4,000 for any taxable year beginning in 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
- B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. In addition to the amounts described in paragraphs A and B above, an individual may make a repayment of a qualified reservist distribution described in IRC section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- D. In addition to the amounts described in paragraphs A and C above, an individual who was a participant in a IRC section 401(k) plan of a certain employer in bankruptcy described in IRC section 219(b)(5)(C) may contribute up to \$ 3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph D may not also make contributions under paragraph B.
- E. No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or [six] at any time within a Contract Year.

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]
CO-ANNUITANT:	[MARY. SMITH]	CO-ANNUITANT'S AGE	[53]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

SINGLE LIFETIME INCOME PERCENTAGE [5.0%]

SPOUSAL LIFETIME INCOME PERCENTAGE [4.5%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every [Contract Anniversary] up to the anniversary on or after the earlier of the Annuitant's or any co-Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the older of the Annuitant or any co-Annuitant attains age [81].

ROTH IRA PAYMENT LIMITS

- (a) Except in the case of a “qualified rollover contribution,” a “recharacterization” (defined in (f) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a “Payment”) will be accepted unless it is in cash and the total of such payments to all the Owner’s Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner’s compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a “regular Payment”. However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A “qualified rollover contribution” is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a “nonRoth IRA”). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (e) below.
- (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:
 - (i) If the Owner is under age 50, the Applicable Amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (iii) If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).
- (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner’s Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income (“modified AGI,” as

defined in (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.
- (d) A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.
- (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
- (f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.
- (g) For purposes of (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
- (h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation"

shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or [six] at any time within a Contract Year.

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

LIFETIME INCOME PERCENTAGE [5.0%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every [Contract Anniversary] up to the anniversary on or after the Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the Annuitant attains age [81].

ROTH IRA PAYMENT LIMITS

- (a) Except in the case of a “qualified rollover contribution,” a “recharacterization” (defined in (f) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a “Payment”) will be accepted unless it is in cash and the total of such payments to all the Owner’s Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner’s compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a “regular Payment”. However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A “qualified rollover contribution” is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a “nonRoth IRA”). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (e) below.
- (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:
 - (i) If the Owner is under age 50, the Applicable Amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (iii) If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).
- (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner’s Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income (“modified AGI,” as defined in (g) below). For an Owner who is single or is a head of

- household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.
- (ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.
- (d) A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.
 - (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
 - (f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.
 - (g) For purposes of (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
 - (h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC

Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. [n the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or [six] at any time within a Contract Year.]

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[1/1/2008]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]
CO-ANNUITANT:	[MARY. SMITH]	CO-ANNUITANT'S AGE	[53]

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [0.35%]

ANNUAL CONTRACT FEE [\$30.00]¹

¹ Prior to the Annuity Commencement Date, when the Annual Administration Fee is to be assessed, if the Contract Value equals or exceeds [\$25,000], the Annual Administration Fee will be waived.

LIFETIME INCOME BENEFIT FEE [0.40%]

MAXIMUM LIFETIME INCOME BENEFIT FEE [0.65%]

LIFETIME INCOME BENEFIT

MINIMUM HOLDING PERIOD EXPIRATION [1/1/2011]

MINIMUM HOLDING PERIOD DURATION [5 years]

LIFETIME INCOME AGE [59½]

LIFETIME INCOME PERCENTAGE [4.5%]

BENEFIT BASE PERCENTAGE [100%]

TRANSFERRED BENEFIT BASE [\$125,000]

PAYMENT LIMIT PERCENTAGE [20%]

STEP-UP DATES Every Contract Anniversary up to the anniversary on or after the earlier of the Annuitant's or any co-Annuitant's [85th] birthday.

LIMITS – PAYMENTS & TRANSFERS

PAYMENT LIMITS

The initial Payment is shown above. No Additional Payment will be accepted without our prior approval that either

- (a) exceeds \$[25,000], or
- (b) causes the total of all Additional Payments received to exceed \$[25,000].

No Additional Payment will be accepted after the older of the Annuitant or any co-Annuitant attains age [81].

ROTH IRA PAYMENT LIMITS

- (a) Except in the case of a “qualified rollover contribution,” a “recharacterization” (defined in (f) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a “Payment”) will be accepted unless it is in cash and the total of such payments to all the Owner’s Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner’s compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a “regular Payment”. However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A “qualified rollover contribution” is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a “nonRoth IRA”). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (e) below.
- (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:
 - (i) If the Owner is under age 50, the Applicable Amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (iii) If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).
- (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner’s Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income (“modified AGI,” as

- defined in (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.
- (ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.
- (d) A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.
 - (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
 - (f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.
 - (g) For purposes of (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
 - (h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation"

shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

**TRANSFER CHARGES AND
LIMITATIONS - BEFORE MATURITY
DATE**

We reserve the right to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed the lesser of [\$25.00] or [2%] of the amount of each transfer.

We reserve the right to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one] per [month] or six at any time within a Contract Year.

**TRANSFER CHARGES AND
LIMITATIONS - ON OR AFTER
MATURITY DATE**

We reserve the right to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers you may make per Contract Year shall be no less than [4.]

INITIAL ALLOCATION OF NET PAYMENT
(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)

VARIABLE INVESTMENT OPTIONS:

[LIFESTYLE BALANCED]	[100.00%]
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TOTAL	100.00%
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THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.

AVAILABLE INVESTMENT OPTIONS

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTIONS

[Lifestyle Portfolios:

Growth
Balanced
Moderate
Conservative

Money Market]

ANNUITY BENEFITS

MATURITY DATE: [1/1/2048]

ANNUITY COMMENCEMENT DATE [1/1/2043]

ANNUITY OPTION: [Life 5-Year Certain]

[The guarantee period for the Annuity Option may be reduced to comply with the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations, except as otherwise provided by applicable federal tax law.]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]
- Variable Annuity Payment Assumed Interest Rate: [3.00%]

The amount of each Annuity Payment will depend upon the sex and age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return that is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is: [3.31%]

BENEFICIARY INFORMATION

[Mary Smith]



NOT FOR USE IN NEW YORK

Address: P.O. Box 9505, Portsmouth, NH 03802-9505
Overnight mailing address: 164 Corporate Drive, Portsmouth, NH 03801-6815
Home Office: Bloomfield Hills, MI Phone: 800-344-1029
Web Address: www.jhannuities.com

John Hancock Life Insurance Company (U.S.A.)

Application for GIFL Rollover VA

Flexible Payment Deferred
Variable Annuity Application

1. State of Application

Y	SX
---	----

2. Product Election

I elect to rollover the Market Value and Vested Benefit Base of my 401(k) to the John Hancock Individual Variable Annuity Contract checked below.

☒ GIFL Rollover Variable Annuity

3. IRA Type (Please check one)

☒ Traditional IRA ☐ Roth IRA

4. Owner ☒ Male ☐ Female ☐ Trust/Entity

John Doe

Owner's Name (First, Middle, Last or Name of Trust/Entity)

123 Any Street

Mailing Address

Anytown, YS 12345

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

1 1 1953

Date of Birth (mm dd vvyy)

123-45-6789

Social Security/Tax Identification Number

Client Brokerage Account Number

5. Annuitant (if Owner is a Trust/Entity) ☐ Male ☐ Female

Annuitant's Name (First, Middle, Last or Name of Trust/Entity)

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

Date of Birth (mm dd yyyy)

Social Security/Tax Identification Number

Co-annuitant ☐ Male ☒ Female

(Complete only if the Joint Lifetime Income Benefit is elected. You may not add a Co-Annuitant if you elected the single life option prior to rollover, or if you elected spousal continuation and your spouse is not alive at the time of the rollover. Only the spouse of the Annuitant may be named as a Co-Annuitant.)

Mary Doe

Co-annuitant's Name (First, Middle, Last or Name of Trust/Entity)

123 Any Street

Mailing Address

Anytown, YS 12345

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

1 1 1955

234-56-7890

Date of Birth (mm dd yyyy)

Social Security/Tax Identification Number

6. Beneficiary/ies (Total % of proceeds to primary beneficiaries must equal 100% and total % of proceeds to contingent beneficiaries must equal 100%)

Contingent beneficiary(ies) receive proceeds only if primary beneficiary(ies) pre-decease the owner. If you wish to restrict the death payment options for your beneficiary(ies), please complete the separate Restricted Beneficiary Form. If you have additional beneficiaries, please use the Remarks section 8 to continue.

Beneficiary #1: ☒ **Primary**

100 % of proceeds ☐ Male ☒ Female ☐ Trust/Entity

Mary Doe
Primary Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Spouse
Relationship to Owner

1 1 1955 234-56-7890
Date of Birth (mm dd yyyy) Social Security/Tax Identification Number

Beneficiary #2: ☐ **Primary** ☐ **Contingent**

 % of proceeds ☐ Male ☐ Female ☐ Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

Date of Birth (mm dd yyyy) Social Security/Tax Identification Number

Beneficiary #3: ☐ **Primary** ☐ **Contingent**

 % of proceeds ☐ Male ☐ Female ☐ Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

Date of Birth (mm dd yyyy) Social Security/Tax Identification Number

Beneficiary #4: ☐ **Primary** ☐ **Contingent**

 % of proceeds ☐ Male ☐ Female ☐ Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

Date of Birth (mm dd yyyy) Social Security/Tax Identification Number

7. Initial Investment Allocations

Use this section for allocation of your initial payment.

MFC Global Investment Management (U.S.A.) Ltd

[% **Lifestyle Growth**
80% Stocks
20% Bonds

100 % **Lifestyle Balanced**
60% Stocks
40% Bonds

 % **Lifestyle Moderate**
40% Stocks
60% Bonds

 % **Lifestyle Conservative**
20% Stocks
80% Bonds

Variable Portfolios

 % **Money Market**]

100 % **TOTAL**

If you elect to Dollar Cost Average, complete Section 8. If you do not elect to Dollar Cost Average, skip to Section 9.

8. Optional Dollar Cost Averaging Complete this section if you wish to Dollar Cost Average. Dollar Cost Averaging is an optional program which involves the systematic transfer of specific dollar amounts each month from a Source Fund to one or more Variable portfolios. If no start date is indicated below, automatic transfers start 30 days after your contract’s inception and continue until the Source fund is depleted. If the Transfer date is a weekend or holiday, the transfer will occur on the next business day. **Start Date:** _____
(mm dd yyyy)

Source Fund
☐ Money Market Fund ☐ Other Source Fund

If Money Market or Other Source Fund elected, indicate amount to be transferred each month
\$ _____

Destination Fund(s) and % to allocate (must equal 100%)	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	

9. Remarks

10. State Disclosures

For Applicants in all states except AK, AZ, CO, DE, DC, FL, ID, IN, KY, ME, NE, NJ, NM, OH, OK, OR, PA, TN, VA, WA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For AK Applicants: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

For AZ Applicants: On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of all monies paid. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For CO Applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For DE, ID, IN, OK Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

For DC Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For FL Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For KY, NE, PA Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For ME, TN, VA, WA Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For NJ Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For NM Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For OH Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For OR Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

FOR CT & NJ RESIDENTS ONLY: All declarative portions of this application are to the best of my/our knowledge and belief.

MILITARY SALES: This product is not intended to be sold to active duty service members on military installations.

11. NOTICE: For California Owner(s)/Annuitant(s) 60 or older only

Under California law, there is a 30 Day Right to Review your contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below which designates where your Payments will be allocated during the Right to Review period. Please check one of the following boxes. **If you do not check one of these boxes, we will allocate your Payment to the Money Market portfolio.**

☐ I/We wish to immediately invest in the variable Investment Options elected in Section 7. If my/our Contract is canceled within 30 days, the Contract Value will be returned to me/us.

☐ I/We authorize the company to allocate my Payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my Contract Value to the investment selection(s) elected in Section 7. If I cancel my/our contract within 30 days, any Payments will be returned.

12. Acknowledgments/Signatures

I agree that the Contract I have applied for shall not take effect until the later of: (1) the issuance of the Contract, or (2) receipt by the Company at its Annuities Service Center of the first payment required under the Contract.

I understand that unless I elect otherwise, the Annuity Commencement Date will be the later of the first of the month following the Annuitant's 90th birthday, or 10 years from the Contract Date (IRA's may require distributions to begin by age 70). Alternate Maturity Date _____.

I acknowledge receipt of the current prospectus and understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to a fixed dollar amount.

The Contract I have applied for is suitable for my insurance investment objectives, financial situation, and needs.

I have read the applicable fraud statement contained in the State Disclosures section.

I certify my status as a citizen of the United States of America or as a resident alien of the United States of America.

To the best of my knowledge and belief, the statements in this application are true and complete.

X

Signature of Owner

City, State

Date (mm dd yyyy)

X

Signature of Co-owner (if any)

X

Signature of Annuitant

City, State

X

Signature of Co-annuitant (if any)

13. Agent Information

X

Signature of Agent #1

Printed Name of Agent

Percentage %

State License ID

Broker/Dealer Rep Number

Social Security Number

Broker/Dealer Firm

Agent's Telephone Number

X

Signature of Agent #2

Printed Name of Agent

Percentage %

State License ID

Broker/Dealer Rep Number

Social Security Number

Broker/Dealer Firm

Agent's Telephone Number

<i>SERFF Tracking Number:</i>	<i>MALF-125628373</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>John Hancock Life Insurance Company (U.S.A.)</i>	<i>State Tracking Number:</i>	<i>38988</i>
<i>Company Tracking Number:</i>	<i>GIFL</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GIFL Rollover VA</i>		
<i>Project Name/Number:</i>	<i>GIFL/VENTURE.200.08</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-125628373 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38988
Company Tracking Number: GIFL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GIFL Rollover VA
Project Name/Number: GIFL/VENTURE.200.08

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 04/29/2008
Comments:
Attachment:
AR - Certification.pdf

Review Status:

Bypassed -Name: Application 04/29/2008
Bypass Reason: A new Application is attached in the Forms tab for approval
Comments:

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 04/29/2008
Comments:
Attachment:
01 Actuarial Memorandum.pdf

Review Status:

Satisfied -Name: Certification - Variable Annuity Contracts 05/14/2008
Comments:
Attached is the certification of compliance with Rule & Reg 6 (Variable Annuity Contracts)
Attachment:
AR - Certification Reg 6 (Variable Contracts).doc.pdf

Review Status:

Satisfied -Name: Statements of Variability 05/14/2008
Comments:
Attachments:
Stmt of Variability.pdf
APP STATEMENT OF VARIABILITY.pdf

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)

**Form Number(s): VENTURE.200.08, VENTURE.201.08, VENTURE.202.08, SP.VEN200.08-IRA,
SP.VEN201.08-IRA, SP.VEN202.08-IRA, SP.VEN200.08-ROTH, SP.VEN201.08-ROTH,
SP.VEN202.08-ROTH, APP.VEN.200.08**

Having carefully reviewed the above numbered form, we hereby certify, to the best of our knowledge, information and ability, that:

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;
2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;
3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.
4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice).
5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE



Vice President – U.S. Annuities

Signed at: Boston, Massachusetts

Date: 5/14/08

**Actuarial Memorandum for
Flexible Payment Deferred Variable Annuity / Guaranteed Lifetime Withdrawal Benefit
Forms VENTURE.200.08, VENTURE.201.08 and VENTURE 202.08**

Purpose

This document describes the methodology used for reserving for the Flexible Payment Deferred Variable Annuity with Guaranteed Lifetime Withdrawal Benefit, forms VENTURE.200.08, VENTURE.201.08, and VENTURE.202.08, when used with specifications pages SP.VEN200.08-IRA, SP.VEN201.08-IRA, SP.VEN202.08-IRA, SP.VEN200.08-ROTH, SP.VEN201.08-ROTH, and SP.VEN202.08-ROTH, respectively, utilized by John Hancock Life Insurance Company (U.S.A.), and the formulae used in determining the benefits under these forms. The Company's parent, Manulife Financial, is a Canadian domiciled Company.

Scope

This document contains a description of the Flexible Payment Deferred Variable Annuity with Guaranteed Lifetime Withdrawal Benefit, the formulae for determining the benefits, and the reserving for these forms only. It does not encompass any previously or subsequently approved Variable Annuities or Guaranteed Living Benefits.

Reserve Certification

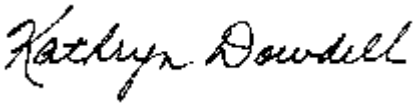
John Hancock Life Insurance Company (U.S.A.) hereby certifies that the reserves to be held for the above referenced form(s) will comply with Guideline 39.

John Hancock Life Insurance Company (U.S.A.) also certifies that reserves will be brought up to the applicable Actuarial Guideline for Guaranteed Withdrawal Benefits when such Actuarial Guideline is adopted by the NAIC, and assuming such Actuarial Guideline requires higher reserves than those the Company has been holding.

Formulae Certification

John Hancock Life Insurance Company (U.S.A.) hereby certifies that the formulae included in this document are those used to determine the benefit for the above referenced Flexible Payment Deferred Variable Annuity and Guaranteed Lifetime Withdrawal Benefit.

For John Hancock Life Insurance Company (U.S.A.)



Kathryn T. Dowdell F.S.A., M.A., A.A.
Product Actuary

April 29, 2008

Date

Description of Form

VENTURE.200.08, VENTURE.201.08, and VENTURE.202.08 are Flexible Payment Deferred Variable Annuity products. The Contract Value will accumulate on a variable basis. After the Maturity Date, annuity payments may be either fixed or variable.

The contracts also provide for a guaranteed annual withdrawal amount each year during the Annuitant's (and co-Annuitant's, if applicable) lifetime beginning on or after a specified Lifetime Income Date. The guaranteed annual withdrawal amount is referred to as the Lifetime Income Amount (LIA). Form VENTURE.200.08 is a single life form that provides the LIA for the life of one annuitant; prior to the first withdrawal after the Lifetime Income Date, the owner may elect a joint life option that provides the LIA during the lifetime of two annuitants, who must be spouses, and during the lifetime of the survivor. Form VENTURE.201.08 is a single life form that provides the LIA for the life of one annuitant. Form VENTURE.202.08 is a joint life form that provides the LIA during the lifetime of two annuitants, who must be spouses, and during the lifetime of the survivor.

The maximum issue age is age 90 (based on the oldest annuitant). There is no minimum age.

Contract Value

The Contract Value is calculated as a retrospective accumulation of Payments, reduced by any charges and withdrawals, adjusted for investment experience of the amounts allocated to the variable Investment Options.

Fees and Deductions

Annual Contract Fee – The annual fee for the contract is shown on the Specifications Page. The fee is currently \$30 and it will not exceed \$50. This fee will not change for a contract once it is issued.

Contract Asset Fee – A fee is deducted from each variable Investment Option to compensate the company for assuming mortality and expense risks, for certain administration expenses and for distribution expenses. The annual rate is shown on the Specifications Page. The fee is reflected in the net investment factor which is used to determine the value of Accumulation Units and Annuity Units of the Contract. The fee is currently 0.35% and it will not exceed 2.00%. This fee will not change for a contract once it is issued.

Lifetime Income Benefit Fee – A fee is deducted on each Contract Anniversary to compensate the company for assuming risks associated with the Lifetime Income Benefit. The fee is deducted on each Contract Anniversary. The amount of the fee is equal to the Lifetime Income Benefit Fee Percentage, shown on the Specifications Page, multiplied by the Adjusted Benefit Base, which is the Benefit Base on the prior Contract Anniversary adjusted for Additional Payments. The fee is currently 0.40% and it will never exceed 1.00%. Once a contract is issued, this fee can be changed only if there is a step-up of the Benefit Base. If the fee would increase as a result of the step-up, the owner can decline the step-up and maintain the prior fee. The maximum rate for the fee is also shown on the Specifications Page. At this time it is 0.65%.

Death Benefit

On the death of the annuitant, the death benefit will be the Contract Value. If the Annuitant's spouse is the sole Beneficiary and is the co-Annuitant, the spouse may elect to continue the contract with the Lifetime Income Benefit (described below). If the Annuitant's spouse is the sole Beneficiary but is not the co-Annuitant, the spouse may elect to continue the contract but the Lifetime Income Benefit (described below) will not be available.

Lifetime Income Benefit

The contracts provide for a guaranteed annual withdrawal amount each year during the Annuitant's (and co-Annuitant's, if applicable) lifetime beginning on or after a specified Lifetime Income Date. The guaranteed annual withdrawal amount is referred to as the Lifetime Income Amount (LIA). Form VENTURE.200.08 is a single life form that provides the LIA for the life of one annuitant; prior to the first withdrawal after the Lifetime Income Date, the owner may elect a joint life option that provides the LIA during the lifetime of two annuitants, who must be spouses, and during the lifetime of the survivor. Form VENTURE.201.08 is a single life form that provides the LIA for the life of one annuitant. Form VENTURE.202.08 is a joint life form that provides the LIA during the lifetime of two annuitants, who must be spouses, and during the lifetime of the survivor.

The Lifetime Income Amount is initially equal to the applicable Lifetime Income Percentage shown on the Specifications Page times the Benefit Base on the Lifetime Income Date. The Benefit Base is used solely for the purpose of determining the annual withdrawal limits and Lifetime Income Benefit Fees. The Benefit Base is not available as a lump sum.

Changes to Benefit Base

The initial Benefit Base is equal to the greater of the initial Purchase Payment or the Benefit Base Percentage multiplied by the Transferred Benefit Base. The Benefit Base may increase as a result of additional Purchase Payments or Step-ups. The Benefit Base may decrease as a result of withdrawals.

Prior to the Lifetime Income Date all additional Purchase Payments will increase the Benefit Base. After the Lifetime Income Date, additional Purchase Payments increase the Benefit Base only to the extent that the amount of the Purchase Payment exceeds prior withdrawals adjusted for prior Purchase Payments made since the last change in Benefit Base due to a Purchase Payment, Step-up, or decrease in Benefit Base. If the Benefit Base increases as a result of an additional Purchase Payment, the LIA will increase to equal the applicable Lifetime Income Percentage times the new Benefit Base.

The contract also provides for potential increases to the Benefit Base to reflect the performance of the Investment Options elected. If on any of the Step-up Dates described in the contract, the Contract Value exceeds the Benefit Base on that day, we will step-up the Benefit Base to equal the Contract Value. The owner has an option to decline the Step-Up if the Lifetime Income Benefit Fee would increase as a result of a Step-Up. If the Benefit Base increases as a result of a Step-up, the LIA will increase to equal the applicable Lifetime Income Percentage times the new Benefit Base.

Prior to the Lifetime Income Date, all withdrawals will decrease the Benefit Base. The Benefit Base will be reduced by an amount equal to (i) times (ii) where (i) is the Benefit Base prior to the withdrawal and (ii) is the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

After the Lifetime Income Date, withdrawals that do not exceed the LIA will not reduce the Benefit Base. If a withdrawal during the Contract Year exceeds, or causes total withdrawals during that year to exceed, the LIA, the Benefit Base will be reduced by an amount equal to (i) times (ii) where (i) is the Benefit Base prior to the withdrawal and (ii) is the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Notwithstanding the above, we will not reduce the Benefit Base if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, even if such withdrawals exceed the LIA for the Contract Year. Life Expectancy Distributions are distributions within a calendar year that represent the Contract's proportional share of a series of substantially equal periodic payments over the Annuitant's life expectancy (or joint life expectancy, if applicable) associated with Code Sections 401(a)(9), 408(b)(3) or 408A(c) ("Qualified Death Benefit Stretch Distributions" or "Required Minimum Distributions").

If the Benefit Base decreases as a result of a withdrawal, the LIA will decrease to equal the applicable Lifetime Income Percentage times the new Benefit Base.

Additional Payment Limitations

Additional Payments to the contract are subject to the Additional Payment Limits described below.

No Additional Payment will be accepted without our prior approval that either:

- (a) exceeds \$25,000 or
- (b) causes the total of all Additional Payments received to exceed \$25,000.

No Additional Payments will be accepted after the older of the Annuitant or any co-Annuitant attains age 81.

Certain types of Qualified Plans also have limitations on Payments, as required by federal tax law.

Investment Options

Currently the available Investment Options are the 5 portfolios listed below. Any changes to available options are communicated through prospectus supplements and the annual update to the prospectus.

AVAILABLE PORTFOLIOS:

MFC GIM Lifestyle Growth
MFC GIM Lifestyle Balanced
MFC GIM Lifestyle Moderate
MFC GIM Lifestyle Conservative
MFC GIM Money Market

Formulae for Contract Benefits

Payments

P_t = Payments made during the t^{th} valuation period.

${}_sP_t$ = Payments made during the t^{th} valuation period allocated to the s^{th} subaccount.

PT_t = Premium Taxes deducted from the Payments made during the t^{th} valuation period.

NP_t = Net Payments made during the t^{th} valuation period.

${}_sPCT_t$ = Percentage of Net Payments made during the t^{th} valuation period allocated to the s^{th} subaccount.

${}_sNP_t$ = Net Payments made during the t^{th} valuation period allocated to the s^{th} subaccount.

$$NP_t = P_t - PT_t$$

$${}_sNP_t = NP_t \times ({}_sPCT_t \div 100)$$

Requirements:

$$\sum_{\text{All } s} {}_sPCT_t = 100$$

$$\sum_{\text{All } s} {}_sNP_t = NP_t$$

$$\sum_{\text{All } s} {}_sP_t = P_t$$

Note: Our company's current position is to deduct the state premium tax from the proceeds applied to the settlement option if the state assesses the tax at annuitization, and to deduct the tax upon death, withdrawal or annuitization if the state assesses the tax upon Payments.

Accumulation Unit Value

${}_sAUV_t$ = Accumulation unit value for the s^{th} subaccount at the end of the t^{th} valuation period.

${}_sNIF_t$ = Net Investment Factor for the s^{th} subaccount during the t^{th} valuation period.

${}_sNAV_t$ = Net Asset Value per share of a portfolio share held in the s^{th} subaccount at the end of the t^{th} valuation period.

${}_sDIV_t$ = Per share amount of any dividend made by the portfolio on shares held in the s^{th} subaccount if the "ex-dividend" date occurs during the t^{th} valuation period.

AF_t = Contract Asset Fee for the t^{th} valuation period, as indicated on the Specifications page of the Contract.

n = Number of calendar days during the t^{th} valuation period.

$${}_sAUV_t = {}_sAUV_{t-1} \times {}_sNIF_t$$

$${}_sNIF_t = \frac{{}_sNAV_t + {}_sDIV_t}{{}_sNAV_{t-1}} - \frac{AF_t}{365} \times n$$

Accumulation Units Variable Investment Accounts Only

${}_sNAU_t$ = Number of Accumulation units owned of the s^{th} subaccount at the end of the t^{th} valuation period.

${}_sTIN_t$ = Amount Transferred-In to the s^{th} subaccount during the t^{th} valuation period.

${}_sTOUT_t$ = Amount Transferred-Out of the s^{th} subaccount during the t^{th} valuation period.

${}_sWITH_t$ = Amount withdrawn from the s^{th} subaccount during the t^{th} valuation period.

${}_sAAE_t$ = Annual Contract Fee (per policy) charged to the s^{th} subaccount at the end of the t^{th} valuation period.

${}_sBBFEE_t$ = Lifetime Income Benefit Fee charged to the s^{th} subaccount at the end of the t^{th} valuation period.

$${}_sNAU_t = {}_sNAU_{t-1} + \frac{{}_sNP_t + {}_sTIN_t - {}_sTOUT_t - {}_sWITH_t - {}_sAAE_t - {}_sBBFEE_t}{{}_sAUV_t}$$

$$AAE_t = \sum_{Alls} {}_sAAE_t$$

$$BBFEE_t = \sum_{Alls} {}_sBBFEE_t$$

Note: The Annual Contract (${}_sAAE_t$) and Lifetime Income Benefit (${}_sBBFEE_t$) Fees will be assessed on the contract anniversary and allocated to the s^{th} subaccount based upon the ratio of the contract value in the s^{th} subaccount to the total contract value.

Investment Account Value Variable Investment Accounts Only

${}_sVCV_t$ = The Investment Account Value of the s^{th} Investment Account at the end of the t^{th} valuation period.

VCV_t = The total value of the Variable Investment Accounts.

$${}_sVCV_t = {}_sNAU_t \times {}_sAUV_t$$

$$VCV_t = \sum_{Alls} {}_sVCV_t$$

Contract Value and Withdrawal Amount

CV_t = Contract Value at the end of the t^{th} valuation period.

WV_t = Withdrawal Value at the end of the t^{th} valuation period.

AAE_t = Annual Contract Fee (per policy) charged at the end of the t^{th} valuation period.

$BBFEE_t$ = Lifetime Income Benefit Fee charged at the end of the t^{th} valuation period.

$$CV_t = VCV_t$$

$$WV_t = CV_t - AAE_t - BBFEE_t$$

The Annual Contract (AAE_t) and Lifetime Income Benefit ($BBFEE_t$) Fees will be assessed upon total withdrawal, unless the withdrawal request falls on the contract anniversary.

Death Benefit

DB_t = Death Benefit payable on the death of the annuitant at the end of the t^{th} valuation period.

$$DB_t = CV_t$$

Lifetime Income Benefit

Benefit Base

P_t	=	Payments made during the t^{th} valuation period
$APMT_t$	=	Amount of Payments made during the t^{th} valuation period applied to the Benefit Base
$WITH_t$	=	Amount withdrawn during the t^{th} valuation period
$TWITH_t$	=	Total amount withdrawn between the most recent contract anniversary prior to the t^{th} valuation period and the end of the t^{th} valuation period
BB_t	=	Benefit Base at the end of the t^{th} valuation period
BB_0	=	P_0
$APMT_t$	=	$\text{Max}(0, P_t - \text{Max}(0, \sum_{n=x+1}^{t-1} (With_n - P_n)))$ where x = date of last change in Benefit Base

Prior to the Lifetime Income Date

$$BB_t = BB_{t-1} + P_t - WITH_t \times \frac{BB_{t-1}}{CV_{t-1}}$$

If a Step-Up is effective at the end of the t^{th} valuation period, then

$$BB_t = \max(CV_t, BB_{t-1} + APMT_t - WITH_t \times \frac{BB_{t-1}}{CV_{t-1}})$$

After the Lifetime Income Date

If $TWITH_t \leq LIA_t$ then

$$BB_t = BB_{t-1} + APMT_t$$

If a Step-Up is effective at the end of the t^{th} valuation period, then

$$BB_t = \max(CV_t, BB_{t-1} + APMT_t)$$

If $TWITH_t > LIA_t$ then

$$BB_t = BB_{t-1} + APMT_t - WITH_t \times \frac{BB_{t-1}}{CV_{t-1}}$$

If a Step-Up is effective at the end of the t^{th} valuation period, then

$$BB_t = \max(CV_t, BB_{t-1} + APMT_t - WITH_t \times \frac{BB_{t-1}}{CV_{t-1}})$$

Lifetime Income Amount

$LIA\%$ = Applicable Lifetime Income Percentage, as shown on the Specifications Page

LIA_t = Lifetime Income Amount at the end of the t^{th} valuation period

LIA_t = $LIA\% \times BB_t$

Lifetime Income Benefit Fee

$BBFEE_t$ = Lifetime Income Benefit Fee at the end of the t^{th} valuation period

$ADJBB_t$ = Adjusted Benefit Base at the end of the t^{th} valuation period

$FEE\%$ = Lifetime Income Benefit Fee Percentage, as shown on Specifications Page

a = contract anniversary immediately prior to the t^{th} valuation period

s = date on or after a during which step-up is effective

If a Step-Up is effective between a and the end of the t^{th} valuation period ($s \leq t$) then

$$ADJBB_t = BB_s + \sum_{x=s+1}^t APMT_x$$

otherwise

$$ADJBB_t = BB_a + \sum_{x=a+1}^t APMT_x$$

If t is a contract anniversary then

$$BBFEE_t = FEE\% \times ADJBB_t$$

If t is not a contract anniversary but a fee is being charged due to termination of the contract, then

$$BBFEE_t = (\# \text{ days between } a \text{ and } t) / 365 \times FEE\% \times ADJBB_t$$

otherwise

$$BBFEE_t = 0$$

Reserve Summary

John Hancock Life Insurance Company (U.S.A.) ("John Hancock USA") uses the Commissioners Annuity Reserve Valuation Method (CARVM) for all annuity contracts during the deferral period. Once benefit payments commence, reserves are based on the present value of future benefit payments.

CARVM reserves are based on the largest present value of the multiple benefit streams available to the contract owner, and are calculated using formulas that approximate a continuous CARVM approach.

The assumed interest rate used to project guaranteed values is the valuation interest rate less the contract's asset based charges.

John Hancock USA uses a change in funds valuation approach for all deferred annuity business. For valuation purposes the following transactions are assumed to be a change in funds and will use the valuation rate applicable to the year in which the transaction took place: initial premium, renewal premium, internal transfer/exchange and any rate renewal.

The Company calculates its Guaranteed Withdrawal Benefit reserves following the Actuarial Guideline 39 methodology. The gross reserve is equal to the greater of either 1) retrospective accumulation of Payments (i.e. premium), or 2) the reserve produced through benefit level cash flow testing applying stochastic methodology.

Detail of Reserving

The stochastic methodology is the basis employed for determining reserves on such risks, as reported to the Canadian regulatory authority OSFI (Office of the Superintendent of Financial Institutions), specifically:

- Seriatim Guaranteed Minimum Withdrawal Benefit reserves will be calculated separately on a stochastic basis equal to the present value of claim costs, less the present value of Lifetime Income Benefit Fees, associated with the Guaranteed Minimum Withdrawal Benefit. Grouping of policies may eventually be required to address model run time issues.
- No profits from the base policy will be included in the reserve determination.
- One thousand economic scenarios will be generated for eight different fund classes based on actual historic return data.
- The reserves will be based on a "CTE70" approach, meaning that the reserve will be equal to the average reserve of the 30% (300 scenarios) highest reserves generated from the model.
- The stochastic return paths will be generated using a regime-switching lognormal model.
- The discount rate used in each scenario to generate the present value is 5.5%. This discount rate is reviewed at least annually to ensure its appropriateness given the economic environment.

ARKANSAS CERTIFICATION

Rule and Regulation 6 (Variable Annuity Contracts)

John Hancock Life Insurance Company (U.S.A.)

Form Number(s): VENTURE.200.08, VENTURE.201.08, VENTURE.202.08,
SP.VEN200.08-IRA, SP.VEN201.08-IRA, SP.VEN202.08-IRA, SP.VEN200.08-ROTH,
SP.VEN201.08-ROTH, SP.VEN202.08-ROTH

On behalf of the John Hancock Life Insurance Company (U.S.A.) (the "Company"),
I hereby certify that Rule and Regulation 6 has been reviewed and the Company
is in compliance with the provision thereof.



Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 5/14/08

STATEMENT OF VARIABILITY
Specifications Pages Forms: SP.VEN200.08-IRA, SP.VEN201.08-IRA, and SP.VEN202.08-IRA,
SP.VEN200.08-ROTH, SP.VEN201.08-ROTH, and SP.VEN202.08-ROTH,

This document will define the range of variation of bracketed items on the Specifications Page forms. There are two types of variations: (1) those items that vary by Contract Owner, and (2) those items that vary by class of Owner.

Variations by Contract Owner

The following items will vary Owner to Owner, depending upon the information provided in the application:

Type of Contract – Individual Retirement Annuity or ROTH IRA

Contract Date

Initial Payment

Contract Number

Owner

Governing Law – will show the state of issue of the contract

Annuitant

Annuitant's Age

Co-Annuitant

Co-Annuitant's Age

Minimum Holding Period Expiration

The minimum holding period is established under the group plan that is the source of the funds for this contract. At rollover, if the benefit has not yet completed its minimum holding period, that date will be carried over to the new contract.

Transferred Benefit Base

This is the Benefit Base under the existing group annuity contract that will be transferred to the new individual contract.

Initial Allocation of Net Payment

Maturity Date

Annuity Commencement Date (the date specified by the Owner, otherwise 5 years prior to the Maturity Date.)

Annuity Option – Life 5-Year Certain, unless otherwise specified by the Owner

Beneficiary Information

Variations by Class of Owner

The following items will vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue, amount of initial deposit, or benefits guaranteed by group contract that is the source of the rollover. Multiple variations may be available concurrently. For instance, there may be a high lifetime income amount/high fee version and a low lifetime income amount/low fee version.

Class is determined by the Company on a non-discriminatory basis. Class is defined at issue of the contract, so that these items will not change over the life of any given contract.

These variable items may also be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Based on the Company's periodic evaluation of the product, any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.

Range of variation is described below.

Plan

This item will reflect the marketing name of the plan.

Contact Asset Fee

The Asset Fee could be applied on either a Flat basis or a Tiered basis as follows. This item is shown as a flat 0.35% on the Specifications Page

- Flat basis –When applied on a Flat basis, the Asset Fee percentage will be no greater than 2.00% and not less than 0.25%.
- Tiered –When applied on a Tiered basis, the Asset Fee percentage X.XX% at each tier will be no greater than 2.00% and not less than 0.25%.
 - Years basis –The duration Y for the first tier percentage will be no less than 1 year and no more than 10 Years. The second tier percentage will apply beginning subsequent to that initial duration.
 1. X.XX% for years 1-Y
X.XX% for years YY (where the maximum duration YY would be no greater than 30 years)

- Value/Payment basis – The Contract Asset Fee tiers may be based on either Cumulative Value or Cumulative Payments. The value of the lowest tier will be no less than \$10,000; the highest tier will be no greater than \$5,000,000. The number of tiers will be no more than 8. For example:

Cumulative Value	Contract Asset Fee
\$10,000 - \$DD,DDD	X.XX%
\$DDD,DDD - \$DDD,DDD	X.XX%

Annual Contract Fee

The Annual Contract Fee will be no greater than \$50 and no less than \$0. This item is shown as \$30.00 on the Specifications Page. The point at which the fee will be waived will be no less than \$10,000 and no more than \$250,000. This item is shown as \$25,000 on the Specifications Page.

Lifetime Income Benefit Fee

The annual Lifetime Income Benefit Fee will vary based on the fee under the pre-existing group contract that is the source of the payment and Benefit Base for this contract. The fee will be no less than 0.25% and no more than 1.00%. The fee is currently shown as 0.40%.

Maximum Lifetime Income Benefit Fee

The Maximum Lifetime Income Benefit Fee may vary and will be no less than 0.25% and no more than 1.00%. The fee is currently shown as 0.65%.

Minimum Holding Period Duration

This item may vary from 1 year to 5 years. It is currently shown as 5 years.

Lifetime Income Age

The age is variable by class of owner and may vary from age 45 to age 65. The age is currently age 59 ½.

Single Lifetime Income Percentage (for SP.VEN200.08-IRA, SP.VEN200.08-ROTH, SP.VEN201.08-IRA and SP.VEN201.08-ROTH only)

The fee may vary by class of owner. It will be no less than 3.00% and no more than 10.00%. Currently the percentage is 5%.

Spousal Lifetime Income Percentage (for SP.VEN200.08-IRA, SP.VEN200.08-ROTH, SP.VEN202.08-IRA and SP.VEN202.08-ROTH only)

The fee may vary by class of owner. It will be no less than 3.00% and no more than 10.00%. Currently the percentage is 4.50%.

Benefit Base Percentage

This percentage may vary by class of owner. The percentage will be no less than 90% and no more than 120%. Currently the percentage is 100%.

Payment Limit Percentage

The Payment Limit Percentage may vary from 10% to 50%. Currently the percentage is 20%.

Step-Up Dates

The frequency of the Step-up Dates may vary. The may be every Monthly Contract Anniversary, every Quarterly Contract Anniversary or every Contract Anniversary. The maximum age for the last step-up may also vary from age 81 to 100. Currently the frequency of step-ups is every Contract Anniversary and the highest age is 85.

Payment Limits

The threshold payment beyond which our prior approval will be required will be greater than \$10,000 and less than or equal to \$1,000,000. This item is shown as \$25,000 on the Specifications Page. The maximum age for additional Payments may vary from 70 to 95. The age is currently age 81.

Transfer Charges and Limitations – Before Maturity Date

The transaction charge for transfers will be no greater than the lesser of \$25 or 2% of the transferred amount and no less than \$0. This item is shown on the Specification Page as the lesser of \$25.00 or 2% of the transferred amount. The maximum number of transfers will be no fewer than 4 per contract year. This item is shown on the Specifications Page as one per month or six at any time within a Contract Year. The minimum transfer amount will be no greater than \$500 and no less than \$0. This item is shown as \$300 on the Specifications Page. The minimum amount remaining in an Investment Account after a transfer will be no greater than \$500 and no less than \$0. This item is shown as \$100 on the Specifications Page.

Transfer Charges and Limitations – On or After Maturity Date

The maximum number of transfers will be no fewer than 4 per contract year.

Annuity Payments – General Information

- Mortality Table: may be revised based on future changes to actuarial tables.
- Fixed Annuity Payment Interest Rate: Minimum: 1.00%; Maximum: 5.00%. Currently 3%.
- Variable Annuity Payment Assumed Interest Rate: The Minimum rate will be 1.00%; Maximum: 5.00% Currently 3%
- The smallest annual rate of return needed so variable annuity payments will not decrease will vary based on the assumed interest rate for the annuity payments and the Contract Asset Fee.

Available Investment Options

The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.

We may add or delete investment options at any time, as permitted by applicable law..

- Currently Available Portfolios:
 - [[Lifestyle Growth]
 - [Lifestyle Balanced]
 - [Lifestyle Moderate]
 - [Lifestyle Conservative]
 - [Money Market]

STATEMENT OF VARIABILITY

Application Forms APP.VEN.200.08

This document will describe the variable bracketing containing in this application

The following items may be revised by the Company as necessary should changes to this Company-specific data occur in the future.

- Company logo
- P.O. Box address for the Company
- Overnight mailing address for the Company
- Company toll-free telephone number
- Company web address

Variations by Class of Owner

The following items may vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of application for individual contract, date of issue of group contract that is source of funds for individual contract or by amount of initial deposit. Multiple variations may be available concurrently. For instance, the Investment Allocation options may differ based on date of application.

- Section 2. Product Election – the available product choices may vary by date of application or date of issue of the initial group contract that is the source of the distribution.
- Section 3 IRA Type – We may add or delete IRA types based on federal regulation and the Company's determination as to its target markets.
- Section 7 – Initial Investment Allocations - We may add or delete investment options at any time, as permitted by applicable law.
- Section 10 – State Disclosures: The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the generic notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.
- Section 11 – Notice for California owners/annuitants age 60 or older – This may be revised as necessary to comply with future changes in California law.